FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 2, 2014

AGENDA

9:30	**Done**	Presentations
10:30	**Done**	Presentation of the 2013 Transportation Advisory Commission Transportation Achievement Award
10:35	**Adopted**	Board Adoption of the 2015 Legislative Program for the Virginia General Assembly, Approval of the County's 114th Congress Federal Legislative Strategy, and Adoption of Principles for Federal Legislation for the 114th Congress
10:40	**Approved**	Board Appointments
10:50	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Authorization for the County Executive to Execute an Amendment to the Agreement for the Sale, Delivery and Use of Reclaimed Water Between Covanta Fairfax, Inc., (Collectively, "Covanta") and Fairfax County
2	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Dranesville, and Providence Districts)
3	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the West Falls Church Residential Permit Parking District, District 2 (Dranesville District)
4	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)
5	**Approved**	Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Daly Drive (Sully District)
6	**Approved**	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Improvements at the Intersection of Old Dominion Drive / Bellview Road Phase II (Dranesville District)
7	**Approved**	Authorization to Advertise Public Hearings on a Proposed Amendment to the Public Facilities Manual Regarding Storm Drainage Pro Rata Share Provisions, Chapter 6 (Storm Drainage) and Proposed Revisions to the Pro Rata Share Agreement Form

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	ADMINISTRATIVE ITEMS (Continued)	
8	**Approved**	Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Westmoreland Street @ Old Chesterbrook Road Phase II Improvements (Dranesville District)
9	**Approved**	Authorization to Advertise Proposed Amendments to Chapter 124 (Stormwater Management Ordinance), Chapter 101 (Subdivision Ordinance), and Appendix Q (Land Development Services Fees) of The Code of the County of Fairfax, Virginia Re: Implementation of the Virginia Stormwater Management Act and Virginia Stormwater Management Program Regulation
10	**Approved**	Authorization to Advertise Proposed Amendments to the Public Facilities Manual (PFM), and Chapters 101 (Subdivision Ordinance) and 112 (Zoning Ordinance) of the Code of the County of Fairfax, Virginia, Regarding As-Built Requirements
11	**Approved**	Extension of Review Periods for 2232 Applications (Mount Vernon, Sully, Mason, Braddock, and Springfield Districts)
12	**Approved**	Additional Time to Commence Construction for Special Exception SE 2011-MA-001, Homan Solemaninejad (Mason District)
	ACTION ITEMS	
1	**Approve**	Approval of a Parking Reduction for the Newington Business Center (Mount Vernon District)
2	**Approved**	Approval of a Resolution to Authorize the Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds
3	**Approved with Modification**	Endorsement of the Chief Administrative Officers Task Force's Recommendations Regarding the Preliminary FY 2016 Virginia Railway Express Budget
4	**Approved**	Authorization for the Department of Transportation to Apply for FY 2021 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Program Funds
5	**Approved**	Approval of Fairfax Connector January 2015 Service Changes
6	**Approved**	Authorization for Fairfax County to Enter into Various Agreements Related to Funding for Phase 2 of the Dulles Corridor Metrorail Project (Phase 2), Including Agreements with the United States Department of Transportation (USDOT) Relating to a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan

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	CONSIDERATION ITEMS	
1	**Set aside the Planning Commission Approval; Approved FDP No. 2014-BR-007 Subject to Option B**	Appeal of Planning Commission Approval of FDP No. 2014-BR-007, Subject to Option A Only; NVR, Inc. (Braddock District)
	INFORMATION ITEMS	
1	**Noted**	Presentation of the Fiscal Year 2014 Comprehensive Annual Financial Report (CAFR)
2	**Noted**	Contract Award – Consulting Support for an NCR Study for Regional Next Generation 9-1-1 Design
3	**Reversed the Planning Commission Approval and Denied 2232-D13-9**	Planning Commission Action on Application 2232-D13-9, CWS VII, LLC & The Trustees of Andrew Chapel United Methodist Church (Dranesville District)
11:00	**Done**	Matters Presented by Board Members
11:50	**Held**	Closed Session
	PUBLIC HEARINGS	
3:00	**Approved**	Public Hearing on SE 2014-PR-022 (Eskridge II, LLC) (Providence District)
3:00	**Approved**	Public Hearing on RZ 2014-BR-009 (NCL XI, LLC) (Braddock District)
3:00	**Public Hearing Deferred to 1/13/15**	Public Hearing on SE 2014-MV-017 (Verizon Virginia LLC) (Mount Vernon District)
3:00	**Approved**	Public Hearing on SE 2014-SU-016 (Mai-Huong Thi Nguyen / Helen Home Daycare L.L.C.) (Sully District)
3:00	**Approved**	Public Hearing on SE 2014-SU-044 (Gita D. Kumar / Peek A Boo Child Care Inc.) (Sully District)
3:00	**Approved**	Public Hearing on RZ 2014-MA-003 (Markham Place LLC)(Mason District)
3:00	**Approved**	Public Hearing on PCA 88-S-022 (Union Mill Associates Limited Partnership) (Sully District)
3:30	**Approved**	Public Hearing on SE 2014-HM-036 (Elaine M. Whitehurst D/B/A Whitehurst Family Daycare) (Hunter Mill District)
3:30	**Approved**	Public Hearing on SE 2014-SP-037 (Aida G. Chavera Aida's Day Care) (Springfield District)

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PUBLIC HEARINGS
(Continued)

3:30	**Approved**	Public Hearing on SE 2014-HM-024 (Mary Beth Swicord D/B/A First Marks Art Studio) (Hunter Mill District)
3:30	**Approved**	Public Hearing on SE 2014-SU-010 (CSH Artisan Fairfax, LLC) (Sully District)
3:30	**Approved**	Public Hearing on SE 2014-SU-031 (Mary Gray / Elf Exploring, Learning & Fun (Sully District)
4:00	**Approved**	Public Hearing on a Proposal to Repeal the Resolution that Imposed Certain Limitations on the Fairfax County Spot Blight Abatement Program
4:00	**Approved**	Public Hearing on a Proposal to Amend Chapter 46 of the Fairfax County Code Regarding Public Nuisance for Fairfax County, Virginia
4:00	**Denied**	Public Hearing on SE 2013-DR-019 (CWS VII, LLC & The Trustees of Andrew Chapel United Methodist Church) (Dranesville District)
4:00	**Approved**	Public Hearing on RZ 2014-BR-001 (Blagoj Skandev SD Homes LLC) (Braddock District)
4:00	**Approved**	Public Hearing on RZ 2014-PR-004 (Amherst Property LLC)(Providence District)
4:00	**Approved**	Public Hearing on PCA 88-D-005-08 (Amherst Property LLC) (Providence District)
4:00	**Approved with Option B**	Decision Only on RZ 2014-BR-007 (NVR, Inc.) (Braddock District)
4:30	**Indefinitely Deferred**	Public Hearing on SE 2014-PR-001 (7799 Leesburg Pike, LLLP C/O Lerner Enterprises)(Providence District)
4:30	**Approved**	Public Hearing on AR 89-S-004-03 (Hope Foster Britt) (Springfield District)
5:00	**Public Hearing Deferred to 1/13/2015 at 3:00 p.m.**	Public Hearing on Proposed Plan Amendment 2014-I-B2, Located Along the East Side of Moncure Avenue and Columbia Pike from Moncure Avenue to a Point About 500 Feet West of the Interchange with Leesburg Pike (Mason District)
5:00	**Approved**	Public Hearing on Proposed Plan Amendments 2013-III-FC1(A) and S13-III-FC1, Fairfax Center Area (Braddock, Providence, Springfield, and Sully Districts)

FAIRFAX COUNTY
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PUBLIC HEARINGS
(Continued)

5:00	**Approved**	Public Hearing on Proposed Plan Amendment 2013-III-UP1, Located South of Baron Cameron Avenue, West of Wiehle Avenue, North of Lake Anne and East of North Shore Drive (Hunter Mill District)
5:00	**Approved**	Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Virginia (Code) Regarding Adjustment of the Fees Charged by the Fire Marshal Plan Review, Permits, and Inspection Services
5:00	**Approved**	Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Virginia (Code) Regarding Adjustment of the Fees Charged by Land Development Services for Plan Review, Permits, and Inspection Services
5:00	**No Speakers**	Public Comment

R E V I S E D

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
December 2, 2014

9:30 a.m.

Recognition of Fairfax County employers selected as "Best Workplaces for Commuters" by the Fairfax County Department of Transportation and the University of South Florida National Center for Transit Research.

PRESENTATIONS

- RESOLUTION – To recognize Jerry Freear for 38 years of service to Fairfax County. Requested by Chairman Bulova and Supervisors McKay, Cook, Herrity and Hyland.

- RESOLUTION – To recognize Dr. Robert G. Templin Jr. for 10 years of service as the president of Northern Virginia Community College. Requested by Chairman Bulova and Supervisor Cook.

- RESOLUTION – To congratulate Franklin Sherman Elementary School for its 100th anniversary. Requested by Supervisor Foust.

- RESOLUTION – To recognize Teresa Johnson, principal of Chantilly High School, for being named the 2014 Journalism Education Association Administrator of the Year. Requested by Supervisor Herrity.

— more —

Board Agenda Item
December 2, 2014

- CERTIFICATE – To recognize staff from Centreville, Chantilly and Westfield High Schools for providing assistance for the active-shooter training drills conducted by the Police Department for its officers. Requested by Supervisor Frey.

- RESOLUTION – To congratulate The Women's Center of Northern Virginia for its 40th anniversary. Requested by Supervisor Hudgins.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs

Board Agenda Item
December 2, 2014

10:30 a.m.

Presentation of the 2013 Transportation Advisory Commission Transportation Achievement Award

ENCLOSED DOCUMENTS:
None

PRESENTED BY:
Jeffrey M. Parnes, Chair, Transportation Advisory Commission

Board Agenda Item
December 2, 2014

10:35 a.m.

Board Adoption of the 2015 Legislative Program for the Virginia General Assembly, Approval of the County's 114th Congress Federal Legislative Strategy, and Adoption of Principles for Federal Legislation for the 114th Congress

ISSUE:
Board adoption of a legislative program for the 2015 Session of the Virginia General Assembly and Board approval of federal legislative strategy for the 114th Congress, as well as principles for federal legislation in the 114th Congress.

TIMING:
Immediate. On November 18, 2014, the Board of Supervisors held a public hearing on the 2015 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 9, 2014. The General Assembly will convene January 14, 2015, and is scheduled to adjourn on February 28, 2015.

Board action is also requested at this time in order to formally adopt the County's federal strategy for action during the 114th Congress. County staff will also apply for federal grants based on the criteria adopted by the Board.

BACKGROUND:
The draft State legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative positions for the County at the 2015 Session of the Virginia General Assembly; an issue paper on human services needs is included as an addendum to this program. After adoption by the Board, final versions of these documents will be available at www.fairfaxcounty.gov/government/board. In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

The draft federal strategy was also developed as part of the Legislative Committee process. Discussion took place at the October 21 and November 25 meetings. Staff recommendations presented to the Committee focused on areas determined to be of strategic importance to the County, including funding for transportation, Base

Realignment and Closure (BRAC), and the social safety net. In light of continuing uncertainty regarding the federal budget, the County continues to pursue a strategic approach to the federal funding process. Specifics on budget items, as well as federal funding opportunities, will be reported periodically to the Board.

Finally, draft Principles for Federal Legislation in the 114th Congress are also included in this item. These principles contain the Legislative Committee's recommended positions for the County during the 114th Congressional session.

ENCLOSED DOCUMENTS:
Available online at www.fairfaxcounty.gov/government/board, under "Reports," on December 1, 2014.
Attachment 1 - Draft Fairfax County Legislative Program for the 2015 Virginia General Assembly
Attachment 2 – 2015 Draft Human Services Issue Paper
Attachment 3 – Draft 114th Congress Federal Legislative Strategy
Attachment 4 – Draft Principles for Federal Legislation – 114th Congress

STAFF:
Edward L. Long, Jr., County Executive
Claudia Arko, Legislative Director
Tom Biesiadny, Director, Department of Transportation

Preliminary DRAFT 2015 Fairfax County Legislative Program

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(Note: Language added/revised after November 25, 2014 Legislative Committee meeting is highlighted.)

Preliminary DRAFT 2015 Fairfax County Legislative Program

Fairfax County and the Commonwealth have long maintained a strong partnership in promoting economic development. The County has created a strong business climate, with a fair and competitive tax structure, excellent schools, an educated workforce, and services and amenities that attract new businesses every year. Both the Commonwealth and the County have benefited from this partnership.

Unfortunately, it has been the practice of the Commonwealth to significantly underfund core services, leaving localities to fill funding gaps with local revenues in order to maintain essential services. This poses a particular threat to economic development efforts, as state funding cuts in recent years, coupled with the impact the recession has had on local revenues, threaten to destroy the very attributes that draw and retain businesses. Without solutions that provide funding to keep pace with the growth of Virginia's economy, the state is at risk of slipping further in economic competiveness.

The Commonwealth's partnership with localities is a key factor in maintaining that competitiveness. As the state now grapples with a new and substantial revenue shortfall, it is critically important that Virginia continue to invest the resources necessary to educate its citizens at all levels, ensure the rule of law, protect its natural resources, provide for the basic needs of the less fortunate, and build a sound infrastructure, in order to remain a competitive state and an attractive place for economic development. The critical state-local funding partnership must continue to be restored so that the Commonwealth can emerge from the current fiscal crisis even stronger, as an investment in Virginia will pay dividends for years to come.

Priorities

Funding Core Services

1.) K-12 Funding – Joint Position with the Fairfax County School Board
It is essential that the state fully meet its Constitutional responsibility to adequately fund K-12 education, including full funding for the biennial re-benchmark of Virginia's Standards of Quality (SOQ). ***(Position on full restoration of Cost of Competing Adjustment (COCA) funding shared by region.)***

Critical gaps continue to widen between the SOQ, the funding for those standards, and the actual local costs of providing a high-quality education. Fairfax County and other Northern Virginia localities more than meet their responsibilities for K-12 education through large contributions to the state General Fund, strong local effort, and the effect of high local composite indices, which diverts state funding away from this region. Conversely, state funding for K-12 has declined significantly in recent years – in FY 2009, K-12 funding comprised over 35 percent of the state General Fund, but by FY 2014, investments in K-12 education had fallen to less than 30 percent of the General Fund. In fact, since FY 2009 Virginia has implemented sizable structural budget cuts to K-12, costing localities more than $1.7 billion per biennium statewide.

The Boards strongly support:

- Realistic and fully-funded Standards of Quality which keep pace with ever-evolving accountability requirements within the Standards of Accreditation and the Standards of Learning;
- Recognition of cost of living variations throughout the Commonwealth in state funding formulas in order to more accurately determine a locality's true ability to pay, particularly for high cost of living areas;
- Restoration of full funding for Cost of Competing Adjustment (COCA), an additional factor used in the state K-12 funding formula, recognizing the higher salaries required in identified high cost of living and competitive wage market regions to attract and retain the highest quality instructional and support personnel;
- Appropriate recognition in state funding formulas of the increased costs required to serve children with higher level needs, including special education students (a category encompassing students with intellectual or physical disabilities as well as those with mental/behavioral health issues; costs are approximately 100 percent more than general education), those learning English as a second language (costs are approximately 30 percent more than general education), and those living in economically disadvantaged households (costs are approximately 10 percent more than general education); and,
- Increased state resources for early childhood education programs, which help young children enter kindergarten prepared to succeed.

Additionally, the Boards strongly oppose:

- State budget cuts that disproportionately target or affect Northern Virginia; and,
- Structural cuts or formula changes which further weaken the partnership between the state and localities.

Unfortunately, recent budget decisions by the General Assembly, like the elimination of COCA funding for support positions, exacerbate the stresses on the state-local K-12 partnership, by making permanent, structural cuts in state funding that localities expressly sought to avoid. The overall and cumulative effect of these structural changes continues to be felt by artificially lowering the state baseline for funding K-12 going forward.

Failure to adequately meet the needs of the youngest Virginians can create repercussions for individual families, the larger community, and the Commonwealth, while investments in early childhood and K-12

education can provide a foundation for learning and achievement, often reducing or eliminating the need for more costly interventions and remediation, and spurring the state's economic development. *(Revises and updates previous position.)*

2.) Transportation Funding

The Commonwealth should continue and build upon the successful enactment of significant, new transportation revenues by the 2013 General Assembly.

Statewide and regional funding generated by HB 2313 provides substantial new resources needed to begin addressing the transportation needs of Northern Virginia and the Commonwealth. While HB 2313 moves the Commonwealth in the right direction, transportation funding challenges remain.

- **Allocation of Statewide Revenues –**
  - It is critical that Northern Virginia continue to receive its fair share of statewide revenues, as required by **HB 2313**. If any changes to the HB 2313 revenues are considered, alternative revenues must generate funds at least equal to those previously approved. Further, the new transportation funding created by HB 2313 should only be used for transportation purposes.
  - The Commonwealth Transportation Board is authorized to provide up to $500 million to projects before funds are provided to the construction fund. As a result, the secondary construction program will receive no significant new funds until after FY 2020. This is especially alarming as localities have not received funds for this program since FY 2010. Though the Secretary of Transportation is currently analyzing methods to provide assistance for local transportation projects, this $500 million set-aside should be eliminated or modified at the very least, to ensure equitable distribution of funds to each region. In addition, consideration should be given to updating the highway funding allocation formulas to better reflect congestion relief and highway maintenance needs throughout the Commonwealth.
  - **SB 1140** (2013) requires the implementation of new methodologies for transit funding. The County is concerned about changes made that go beyond the intent of the legislation – specifically, the County remains opposed to the Department of Rail and Public Transportation's decision to change the allocation of state funds for capital costs from the non-federal cost of a project to the total cost. As the Fairfax Connector and several other Northern Virginia systems do not receive federal funds, this change only increases the local share that Northern Virginia systems must pay while reducing the share for those systems in the Commonwealth that provide far less local funding.
  - During the 2014 session, the General Assembly passed **HB 2,** which creates a new process for allocating statewide transportation funds. It is important that as this process moves forward, it includes significant local input. The County looks forward to providing input as this process is developed and is available to assist with these efforts. The new process will not be used until the Six-Year Program that begins on July 1, 2016. In the meantime, the Commonwealth should allow projects already in development to continue to move forward, as not doing so could significantly delay implementation of even those projects that are ultimately selected for funding through HB 2. *(This position may be revised pending further implementation by the Administration this fall.)*
- **Transit Bond Funding – The Commonwealth should work to address the "bond cliff" issue to ensure that transit systems continue to receive the state resources needed to provide critical transit services.** In 2018, state transit funding is expected to decline by over 60 percent, when bond funds authorized in 2007 are expected to be depleted. *(Regional position.)*
- **Secondary and Local Road Conditions – The Commonwealth should make efforts to ensure that the maintenance needs of secondary and local roads are met.** HB 2313 has helped to reduce the maintenance backlog for roads in the Commonwealth. However, while pavement conditions on interstates and primary systems have improved, conditions for secondary roads continue to decline.
- **Transportation and Economic Success – The Commonwealth should provide funding assistance for the transportation needs of major employment centers, in order to lay the groundwork for economic success.** Fairfax County contains several major employment centers that generate public benefit for the County and the Commonwealth. For these centers, including

areas such as Springfield, Seven Corners, and Reston, to remain successful and accommodate predicted growth, they must transform into sustainable, transit-oriented, and walkable communities. That transformation has already begun in Tysons, where significant improvements in transit access have been made, but additional resources are needed to ensure that pedestrian, bicycle, and transit modes thrive and roadway congestion is addressed. The Board of Supervisors approved its Six-Year Transportation Project Priorities (TPP), which assumes significant funding from Fairfax County, as well as funding from regional and statewide sources. The projects in the TPP focus on making investments to strengthen the County's major employment centers, and it is important that the state and federal governments similarly recognize their importance by providing the funding needed to complete the transportation projects that have been identified in these areas.

- **Metro – The Commonwealth should continue to support Metro 2025.** The region is projected to continue to grow over the coming decades, placing more pressure on a Metro system already nearing capacity. To address this need, Metro developed a strategic plan that will guide decisions over the next 10 years and ensure that the system continues to support the region's competitiveness in the future. Metro proposes a number of initiatives called Metro 2025, including: enhancement of rush-hour capacity by upgrading to the use of all eight-car trains, resulting in the ability to move an additional 35,000 customers per hour; expansion of high-volume rail stations to ease congestion; and, completion of the bus Priority Corridor Network that includes a variety of improvements allowing buses to bypass traffic congestion. Additional resources are critical to ensuring the success of this effort, as WMATA prepares to purchase the train cars necessary for increased capacity needs. Further, improvements to the system's core capacity are needed before any future extensions can be considered. Continued state support of Metro 2025 will help keep Metro, Northern Virginia, and the Commonwealth moving forward. *(Regional position.)*

A modern, efficient, multimodal transportation system is essential to the Commonwealth, and is intrinsically tied to continued economic development and the ability to compete in a global economy. Fairfax County, along with localities throughout the state, continues to provide millions in local funds for transportation each year, and the County and the Commonwealth must continue to work together to ensure that our infrastructure needs are met. *(Revises and updates previous transportation funding position.)*

3.) State Budget

The Commonwealth should rebalance its resources and responsibilities so that the funding partnership with localities is restored, ensuring the delivery of critically needed services in communities throughout Virginia. State established standards for locally delivered services must be accompanied by state funding that is adequate to successfully provide those services, and accountability for successes and failures should be reciprocal, ensuring both the state and localities accept responsibility commensurate with their respective roles.

The depth and breadth of state cuts to localities in recent years has severely stressed the state-local funding partnership. State aid to localities decreased by approximately $1 billion since FY 2009, including a five-year period in which the Commonwealth required localities to return funds to the state in order to help balance the state's budget – essentially creating a new reverse concept of "local aid to the Commonwealth," which translated into more than $20 million in state funding cuts to Fairfax County. Towards the end of FY 2014, a combination of factors led to a massive state revenue shortfall of approximately $2.4 billion for the 2014-2016 biennium; amendments to the 2014-2016 biennium budget adopted towards the end of 2014 reinstate local aid to the Commonwealth, requiring $30 million per year in funding reductions to localities, in order to assist the state in bridging that revenue shortfall. Additionally, since FY 2009 Virginia has implemented sizable structural budget cuts to K-12, costing localities more than $1.7 billion per biennium statewide. Significant concern remains about the potential effects of additional future cuts.

While direct aid to localities was 52 percent of the General Fund (GF) in FY 2009, it only accounted for 44 percent of the General Fund in FY 2014. And K-12, the most critical core service shared by the state and localities, has dropped from 35 percent of the General Fund in FY 2009 to less than 30 percent in FY 2014. The allocation of resources is, in fact, a way of prioritizing areas of critical importance for the state. If core

services and shared state-local programs are not at the top of that list, the pro-business environment Virginia has become known for will be jeopardized.

In addition to the two County priorities of K-12 and Transportation, action should be taken at the 2015 General Assembly on the following budget items:

- Full restoration of Cost of Competing Adjustment (COCA) funding for K-12 support positions in the 2014-2016 biennium budget. (see also page 3) *(Regional position.)*
- Restoration, or at a minimum level funding, for HB 599 law enforcement funding. (see also page 9)
- Provision of sufficient state funding for services to individuals leaving the Northern Virginia Training Center, ensuring the Commonwealth fulfills its responsibility to implement the federal settlement agreement. (see also page 11)
- Restoration of funding for human services programs, which serve the most vulnerable Virginians. (see also the Human Services Issue Paper)

Regrettably, a national report indicates that, during the recent national recession, only a handful of state governments cut more funds to local governments and school districts than did Virginia. Though the Commonwealth's budget shortfall was the 20th largest in the nation, the state funding cut to localities was third highest among states. Essentially, Virginia has relied on cuts to localities and school divisions to a greater extent than most other states. As the state seeks to bridge the substantial 2014-2016 biennium budget funding shortfall, it must avoid further structural cuts or changes to funding formulas for locally delivered programs and services; rather, the Commonwealth should focus on one-time funding reductions where needed, to ensure that core services are not adversely affected for years to come. *(Revises and updates previous position.)*

Governance

A strong state and local partnership is essential to Virginia's success and the ability of both levels of government to respond to the needs of their residents. As the form of government closest to the people, local government must be provided the flexibility to serve the needs of residents, which can vary greatly from one part of the Commonwealth to another.

4.) Local Authority

Existing local government authority should be preserved, particularly in such key areas as taxation and land use, and the protection of public health, safety, and welfare, where local governments must have sufficient authority to govern effectively. Further, local authority should be enhanced to provide localities more flexibility in the administration of local government, as appropriate community solutions differ significantly from one area of the state to another. Finally, local government representatives should be included on all commissions or other bodies established by the state for the purpose of changing or reviewing local revenue authority or governance.

The local tax structure, which has become outdated and over-reliant on property taxes, must be modernized. Local government revenues must be diversified, including the provision of equal taxing authority for counties and cities, without state mandated restrictions on use, or caps on capacity. Where possible, the state should consider updating state and local taxes to reflect changes in the economy or technology; avoid any expansion of revenue-sharing mechanisms controlled by the state; avoid any new state mandates while fully funding and/or reducing current requirements; avoid any diminution of current local taxing authority (including BPOL and machinery and tools taxes) and lessen restrictions currently imposed on local revenues; or lessen current restrictions on the use of state funds now provided to localities for shared responsibilities.

Local land use authority must also be preserved. Local government is the level of government best suited to equitably and effectively deal with local land use issues, ensuring orderly and balanced growth and redevelopment with direct public participation and accountability in this critical process. Further restrictions on local use of eminent domain, in addition to the 2013 amendment to the Virginia Constitution, are unnecessary; Fairfax County has been extremely judicious and wholly appropriate in its very selective use of condemnation. Moreover, additional legislation in this area should be avoided while courts adjudicate this recent constitutional change to what was a long-settled area of law.

Each level of government has unique strengths. However, as a Dillon Rule state, local governments in Virginia are significantly restricted in their authority, which impedes the ability of localities to react quickly and efficiently to emerging problems. In many instances, an overemphasis on statewide uniformity does not adequately consider the particular issues experienced in growing and urbanizing localities in Northern Virginia, limiting the ability of local governments to respond to community standards and priorities. (Consumer protection is an example of an area in which local government is often better equipped to address local concerns.) At a minimum, the state should empower localities to solve their own problems, by providing increased authority or discretion for services that have no compelling priority or impact for the Commonwealth, thus eliminating the need to seek permission for ministerial matters from the General Assembly each year. Additionally, reinstatement of the requirement that all bills with a local fiscal impact be filed by the first day of the General Assembly session would be an important step in signaling the GA's willingness to recognize local fiscal concerns as new legislation is considered, by allowing localities the maximum time possible to highlight potential impacts. Furthermore, local governments must be included as full participants on any state commissions and study committees examining local issues, allowing for a more complete assessment of such issues and reflecting the governing partnership that must exist between the state and localities to ensure the effective administration of government. *(Updates and reaffirms previous position.)*

Position Statements

Environment

Global Climate Change/Environmental Sustainability Initiatives
Support efforts to reduce the County's greenhouse gas emissions and operational demand for energy through efficiency, conservation, and education. The basis for these efforts is Fairfax County's strategic direction and commitment to achieve environmental and energy goals, including those set forth in the Board's 2004 Environmental Agenda, the 2009 Energy Policy, and the County's Comprehensive Plan.

Support funding of renewable energy grant programs and incentives to assist the development and growth of energy businesses and technologies. Support renewable distributed energy generation and opportunities for consumers to purchase or generate renewable energy, including expanding the availability of net metering programs.

Support legislation which would provide state income tax incentives for businesses or residents to defray a portion of the cost of new construction or improvements which save energy and mitigate adverse environmental impacts. *(Updates and reaffirms previous positions.)*

Support legislation clarifying that third-party power purchase agreements (PPAs) for renewable energy are legal within the established limits for net metering customers of investor-owned utilities. PPAs can facilitate the adoption of renewable energy by homeowners and other energy consumers by reducing the up-front costs, thus assisting in reducing greenhouse gas emissions and other forms of pollution. *(Reaffirms previous position. Legislation passed in 2013 to authorize a limited pilot program for such arrangements; the State Corporation Commission is in the process of implementing this program.)*

Land Conservation
Support the Governor's goal to preserve 400,000 acres of open space and working lands statewide. Additionally, continue to support prioritizing the Virginia Land Preservation Tax Credit to encourage the preservation of land for public use. In addition to other benefits, the preservation of open space contributes to watershed protection, an important issue as the state works to reduce nutrient pollution in the Chesapeake Bay. (*Updates and reaffirms previous position.)*

Reducing Environmental Contamination from Plastic and Paper Bags
Support legislation or other efforts which would encourage the use of reusable shopping bags, consistent with the County's waste reduction goals and environmental stewardship efforts. As in previous sessions, it is anticipated that legislation to ban plastic bags or impose a fee for their use may be introduced again in 2015. Such legislation would need to be examined by the County for efficacy, cost, and ease of administration. *(Updates and reaffirms previous position.)*

Funding

Economic Development
Support a strong partnership between the Commonwealth and the County as Virginia's economy adapts to a changing fiscal landscape. Virginia has historically been among the top states in the nation in per capita federal spending, and both the state and the County have benefited from significant federal investments in military and civilian employment, along with associated contracting industries. However, the effects of federal budget cuts and sequestration have had a negative impact on County and state revenues, as high-paying professional and contracting jobs have been replaced by lower-paying jobs in the service sector. In the short term, state support for the World Police and Fire Games, which will be hosted by the County in July 2015, will

pay significant dividends for the County and the Commonwealth, providing both international exposure and increased tax revenues. In the long term, a multi-faceted approach will be needed to position the County for future growth, including investments to:

- Ensure a workforce equipped for emerging, high-growth industries;
- Diversify the local economy by attracting new industries to Fairfax County, while continuing to support businesses already located in the County;
- Protect existing federal facilities within the County; and,
- Maintain an environment conducive to recruiting additional federal installations. *(New position.)*

Libraries

Support increased state aid to public libraries, which provide communities with critical services such as student homework support, research assistance, and public internet access. More than 5.2 million visits were made to Fairfax County public libraries in FY 2013, with over 13 million items borrowed. State aid to libraries declined significantly during the recent recession; at a minimum, the state should avoid further reductions in aid. *(New position.)*

Public Safety/Courts Funding

Public safety is a core service for the Commonwealth, as it is for localities. Protecting the Commonwealth's residents and ensuring the successful operation of all aspects of the justice system requires appropriate state funding for this state-local partnership, including law enforcement, the courts, and jails/corrections. Continued and substantial state cuts in recent years, in addition to the underfunding that already exists, have placed an increased burden on localities to fund these state responsibilities. To that end, Fairfax County supports reversing this trend through adequate state funding for the following:

- **HB 599 – The Commonwealth should restore, or at a minimum maintain, HB 599 law enforcement funding.** This critical funding, provided to localities with police departments, is a priority for localities throughout the Commonwealth. Approximately 65 percent of all Virginians currently depend on local police departments for public safety services. This program strives to equalize state funding between cities, counties, and towns with police departments and localities in which the sheriff provides law enforcement. If state funding had increased with state revenues, as is required, Fairfax County would have received approximately $21 million in additional funding over the past five years. *(Updates and reaffirms longstanding Board position.)*
- **Jails – The Commonwealth should adequately compensate localities at a level which is commensurate with the state's responsibility for local jail operations.** Local governments in Virginia have historically borne a disproportionate burden of supporting jail confinement costs, as a result of significant underfunding by the Commonwealth. *(Reaffirms previous position.)*
- **Courts – The Commonwealth should adequately fund Virginia's courts, to ensure a well-functioning judicial branch.** The overall underfunding of Virginia's court system continues to place additional burdens on localities and the judicial system. Providing sufficient funding for the salaries of court personnel, including clerks, magistrates, Commonwealth's Attorneys, public defenders, district court employees, and probation office employees, among others, is a critical state responsibility. *(Revises and reaffirms previous position. Follow-up on the implementation of the November 2013 Virginia Judicial Workload Assessment Report by the National Center for State Courts to assess more accurately the added weight to be given in cases requiring the use of interpreters is due to be completed November 1, 2015.)*

Water Quality Funding

Support budget action at the 2015 General Assembly to ensure adequate state appropriations to the Water Quality Improvement Fund to make full and timely payments under point source upgrade contracts with local governments; also support continuation of and increased funding to the Stormwater Local Assistance Fund (SLAF).

Fairfax County and local governments throughout Virginia face mounting costs for water quality improvements for sewage treatment plants, urban stormwater, combined sewer overflows (CSOs), and sanitary sewer

overflows (SSOs). The state has made significant progress in providing funding in recent years, including deposits to the WQIF of surplus funds and the establishment and funding of the SLAF ($28 million in matching grant funds was allocated for SLAF in 2014). However, in order to meet federal Chesapeake Bay requirements, additional state assistance for urban stormwater needs will be required (the Senate Finance Committee estimates these costs to be between $9.4 billion and $11.5 billion by 2025), while additional funding will likely also be needed for wastewater treatment plant upgrades in the Chesapeake Bay watershed. The state must partner with localities in order to meet these federal mandates to ensure the success of this effort, and such funding must continue to increase if Virginia is to meet its commitments for the Chesapeake Bay. *(Updates and reaffirms previous position.)*

General Laws

Elections

Support legislation to promote participation in elections, including allowing any registered voter to vote absentee without requiring that the voter state a reason ("no-excuse" absentee voting), and providing for extended polling hours statewide to allow voters additional time to reach polling places. Legislation intended to enhance security regarding elections must be carefully analyzed to ensure that it strikes a balance between maintaining the integrity of elections while not discouraging the exercise of the franchise. The effects of recently-enacted voter ID legislation should be examined for potentially harmful consequences before further legislation in this area is introduced. Similarly, reactions at the state and federal levels to the recent Supreme Court decision striking down Section IV of the Voting Rights Act, which eliminated the requirement that changes to Virginia's election laws be "pre-cleared," should be closely monitored. Monitor consideration of an option for local governments to extend polling hours in the case of an emergency. Support greater state financial support for election administration. *(Reaffirms previous position.)*

Sexual Orientation

Support legislation to permit the County, as an urban county executive form of government, to prohibit discrimination in the areas of housing, real estate transactions, employment, public accommodations, credit, and education on the basis of sexual orientation. Fairfax County has already taken actions pursuant to existing state enabling legislation in the preceding areas on the basis of race, color, religion, sex, pregnancy, childbirth, and disability. *(Reaffirms previous position.)*

Health

Alternative On-Site Sewage Systems (AOSS)

Support legislation that would require sellers of residential property to directly disclose to prospective purchasers that an AOSS is on the property and that the system will have to be operated and maintained in accordance with applicable standards and requirements. Support legislation that would provide localities with additional tools to ensure adequate reporting of periodic private-sector inspections and that would allow localities to abate or remedy violations of laws regarding the operation and/or maintenance of such systems. Oppose legislation that would further restrict local government authority to regulate the installation of such systems within the locality, including but not limited to authority to ensure installation according to approved designs and development plans, establish minimum setback distances and installation depths, and prohibit such systems within or near wetlands and other environmentally sensitive areas, unless such systems are approved by the Virginia Department of Health for use in the particular circumstances and conditions in which the proposed system is to be operating. *(Revises and updates previous position to reflect proposals currently under consideration by the Virginia Department of Health and a work group of stakeholders.)*

Lyme Disease
Support funding initiatives that will advance research, surveillance, reporting, diagnostics, and treatment for Lyme disease, as recommended by the Lyme Disease Task Force convened in 2011 by the Governor and the Secretary of Health and Human Resources. Cases of Lyme disease have been on the rise in Virginia, with 805 confirmed and 305 probable cases reported to the Centers for Disease Control and Prevention in 2012. *(Updates and reaffirms previous position.)*

Human Services

Early Intervention Services for Infants and Toddlers with Disabilities/Part C
Support sustainable funding and infrastructure for Part C Early Intervention, which is a state/federal entitlement program that provides services for Virginia's infants and toddlers. In order to address immediate concerns, support increasing funding by $2 million GF in FY 2015 and $2.3 million GF in FY 2016 to support growth in services to children who do not qualify for Medicaid. Additionally, approximately $2 million GF is needed to increase rates and align them with actual costs (from $132 per month to $175 per month) for the Medicaid Early Intervention Targeted Case Management Program, which provides early intervention services for children eligible for Medicaid.

The Commonwealth of Virginia has long contracted with the Fairfax-Falls Church Community Services Board (CSB) to provide Early Intervention therapeutic services for infants and toddlers with developmental delays in areas such as speech, eating, learning, and movement. The CSB, which is the Local Lead Agency for Fairfax County as part of the state's compliance with the federal Individuals with Disabilities Education Act (IDEA) Part C grant, provides services through the Infant and Toddler Connection (ITC) program. ITC is funded through a combination of federal, state, local, and insurance sources.

As the benefits of early intervention have become more widely known throughout the nation, the average monthly number of children seeking and/or receiving ITC services has grown by more than 50 percent – from 909 per month in FY 2010 to 1,380 per month in FY 2014. It is anticipated that demand for ITC will continue to grow at an average rate of six to eight percent annually. A significant funding shortfall has resulted from the increased demand and costs of services. Although the 2013 General Assembly provided an additional $2.3 million in FY 2013 and $6 million in FY 2014 statewide, this program was level funded at the FY 2014 level for FY 2015 and FY 2016, in spite of rising service needs. Increased funding will continue to be necessary to keep pace with the demand for this critical program. *(Revises and reaffirms previous position.)*

Funding – Northern Virginia Training Center (NVTC)
Support additional state funding for community placements, including critically-needed housing, for individuals leaving the Northern Virginia Training Center. Also support additional state funding for increased Medicaid waiver rates to support those placements, to ensure the Commonwealth fulfills its responsibility to implement the federal settlement agreement.

As a result of a state decision following the settlement agreement negotiated with the U. S. Department of Justice, the Commonwealth will be closing four of the state's five training centers, which provide residential treatment for individuals with intellectual and developmental disabilities. Ensuring the creation of sufficient and appropriate housing for individuals leaving the training center must be a top priority for the Commonwealth, and is essential to the implementation of this agreement.

Community Services Boards (CSBs) are responsible for transitioning all persons at training centers into community-based residential and day support services operated by the CSB, private non-profit, or for-profit providers based on funds available as well as the choices of those being discharged to the community. Unfortunately, residential, employment, and day support in the region is already at capacity and expansion has been impeded by high real estate and service delivery costs paired with insufficient waiver rates. Although there has been some expansion, it is not sufficient to serve all the individuals who wish to remain in Northern Virginia by the scheduled closing of NVTC (as of November 5, 2014, 73 individuals from Fairfax County reside in training centers, primarily at NVTC).

In 2013, the Commonwealth established bridge funds for individuals leaving NVTC, intended to provide temporary financial support for services that will eventually be funded through new Medicaid waivers, which are currently being developed. Additionally, the Commonwealth has received federal approval for exceptional rates for congregate residential services for individuals with complex needs, but additional guidance remains under development. This uncertainty has created difficulty for providers and the CSB in seeking to prepare for the eventual release of NVTC residents.

Recognizing that existing capacity in community-based services is not yet adequate to accommodate the closure of NVTC, the state elected to delay closure of the facility until March 2016. In order to make that delay effective, state efforts to increase community-based services must be accelerated and expanded. It is estimated that approximately $7.7 million in state start-up funding will be needed in Northern Virginia to expand community-based residential placements and day support services, including the creation of 14 new community Intermediate Care Facilities (ICF) and 20 Intellectual Disability (ID) waiver homes.

In addition to creating this expanded capacity, the current Medicaid ID waiver reimbursement rates will need to increase to ensure sufficient, quality services, comparable to the services currently provided by training centers. It is estimated that additional state funding of approximately $10.1 million per year will be needed to operate these services. NVTC is an intermediate care facility (ICF) which has provided cost-based reimbursement for community services. Fairfax County has long supported increasing Medicaid waiver rates for all recipients, which allow Medicaid reimbursement for services provided in the home and community for people with intellectual and developmental disabilities, among others. However, meeting the unique conditions of those transitioning from NVTC requires both increasing and restructuring some existing waiver rates, and should be an essential component of any state solution. Waiver rates are currently well below the cost of providing necessary services, and do not provide sufficient flexibility to meet the needs of the NVTC population. Support changes to waivers that would:

- Increase the Northern Virginia differential from 15 percent to 20 percent, reflecting the higher cost of living and services in this area;
- Increase congregate waiver rates to compensate a sustainable, well-trained workforce and service support model;
- Establish higher rates to address the needs of individuals with high, complex, and intense needs for support, including employment and day services;
- Increase reimbursement rates to enable the hiring of professional nurses;
- Enhance or reconfigure waiver services to fully reimburse nursing and behavioral supports;
- Restructure billing units to allow sufficient reimbursement for the provision of appropriate and adequate services; and,
- Include appropriate levels of funding to create a range of community residential arrangements and infrastructure.

Successfully implementing the Department of Justice settlement is the Commonwealth's responsibility and obligation. Sufficient and timely state funding for the NVTC population is an essential component of that effort. *(Updates and reaffirms previous position.)*

Medicaid Eligibility and Access to Care

Support increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned by the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Virginia's Medicaid program provides access to health care services for people in particular categories (low-income children and parents, pregnant women, older adults, and persons with disabilities). Costs are shared between the federal government and the states, and states are permitted to set their own income and asset eligibility criteria within federal guidelines. Virginia's current eligibility requirements are so strict that although it is the 12th largest state in terms of population and 10th in per capita personal income, Virginia ranked 44th in Medicaid enrollment as a proportion of the state's population and 46th in per capita Medicaid spending.

The national recession has placed additional pressures on Medicaid, resulting in more Americans being eligible for this essential program, and the Commonwealth faces a critical decision, as it considers again whether or not to pursue the Medicaid expansion included in the federal health care reform law, along with the sizable federal funding provided for those newly eligible enrollees. During the 2014 session, a compromise proposal was offered to utilize the additional federal funding that would be available under Medicaid expansion to subsidize insurance premiums for low-income Virginians purchasing private insurance. A subsequent proposal, considered during the 2014 special session, would have created a framework for the use of the additional federal dollars to assist low-income Virginians with the employee's share of employer-sponsored insurance, or to subsidize premiums for the plans included in the federally-managed health insurance exchanges. The failure of both proposals leaves the question of Medicaid expansion in doubt in Virginia; however, it is important to note that expansion would provide coverage to as many as 248,000 Virginians, including 27,000 individuals in Fairfax County. Newly eligible individuals would include low-income adults (individuals earning less than $16,104 per year or families earning less than $32,913 per year), low-income children who lose Medicaid when they turn 19, and adults with disabilities not eligible for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).

It is clear at this time that the cost to the Commonwealth will be minimal in the first few years, while the savings in indigent and uncompensated care could be significant. Additionally, increasing less expensive preventative care and reducing more expensive emergency care could improve the overall health of residents of the Commonwealth, while slowing the growth in insurance premiums and reducing the "hidden tax" currently borne by all Virginians. As a result, Fairfax County supports increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned in the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Oppose actions that shift Medicaid costs to localities, such as through Medicaid service funding reductions, changes to eligibility that shrink access, or other rule changes that erode the social safety net.

Irrespective of Virginia's decision on the Medicaid expansion, or of any other federal funding cuts or reductions in federal requirements which may be considered by Congress, it is essential that the Commonwealth avoid taking actions that effectively shift costs to localities. Due to the increasingly critical shortage of private providers, poor reimbursement rates, and other factors that play a role in an overall increase in Medicaid program costs, ensuring success with any cost containment strategies will require close cooperation between the Commonwealth and local governments, as localities are frequently the service providers for the Medicaid population. In particular, information technology initiatives to improve program administration should be coordinated with local program administrators. Fairfax County supports cost containment measures that utilize innovation, increase efficiency and targeted service delivery, and use of technology to reduce Medicaid fraud, in order to ensure the best allocation of resources without reducing services or access to care. Decisions made regarding other aspects of the Affordable Care Act should be carefully considered to avoid unintentionally increasing the number of uninsured Virginians by limiting the types of acceptable private plans, potentially increasing pressure on the social safety net. *(Revises and reaffirms previous position.)*

Land Use

Proffers

Existing local authority to accept cash and in-kind proffers from developers must be retained without restrictions to assist localities in providing the capital facilities and infrastructure needed to serve new development, and to maintain local community standards that keep and improve the quality of life, and encourage and spur economic development. Any proposal for replacing such proffer commitments with development impact fees must be at the option of each locality. *(Reaffirms previous position.)*

Public Safety

Accessibility
Support ensuring the inclusion of people with disabilities throughout the Commonwealth by increasing accessibility to public places and housing.

According to the U.S. Census Bureau's 2013 American Community Survey, approximately 74,000 Fairfax County residents have a disability, which includes people with hearing, vision, cognitive, ambulatory, self-care, and/or independent living difficulties. While significant progress has been made toward ensuring the equality and inclusion of people with disabilities since the passage of the Americans with Disabilities Act (ADA), continued advancement is needed. Fairfax County supports access for people with disabilities and older adults in public and private facilities; in particular, the County supports increasing accessibility through incentives, voluntary standards for accessible housing and educational outreach to businesses, building officials, advocacy groups, and the Commonwealth.

The lack of affordable, accessible, integrated housing is a major barrier facing older adults and people with disabilities throughout the Commonwealth. Innovative options to help ensure that older adults and people with disabilities can stay in their homes include increasing the accessible housing stock in newly constructed multi-family housing (encompassing apartment buildings, condos, and assisted living housing, among others); expanding the Rental Choice Virginia demonstration grant to cover more people; raising the maximum annual allotment of the Livable Homes Tax Credit; and, establishing a comparable grant to help pay for much-needed home modifications. Improved accessibility in public buildings, housing, transportation, and employment benefits all Virginians, by allowing people with disabilities to remain active, contributing members of their communities, while retaining their independence and proximity to family and friends. *(Updates and reaffirms previous position.)*

Dangerous Weapons in Public Facilities
Support legislation to allow local governments to prohibit the possession of dangerous weapons in or on any facility or property owned or leased by the locality, with certain exceptions, including any person who has been issued a permit to carry a concealed handgun. Violation of such an ordinance would be punishable as a misdemeanor. It is particularly important that the County have such authority for any facility or property owned or leased by the County serving large populations of youth under the age of 18. Current law permits private property owners to decide whether or not to permit dangerous weapons on their property. *(Reaffirms previous position.)*

Pneumatic Guns
Support legislation that would authorize a locality to adopt an ordinance that would ban the possession of pneumatic guns on school grounds, with an exemption for persons participating in school-sponsored activities. Pneumatic guns, particularly those fired by pump action or carbon dioxide gas cartridges, are capable of muzzle velocities that can result in skin or ocular penetration. A particular concern of County law enforcement is that modern pneumatic guns often strongly resemble firearms. Given the potential for injury caused by these guns, legislation which would allow localities to ban their possession on school property would provide important protection. The General Assembly has already banned the possession of a long list of weapons on school grounds, thus recognizing that schools should be a "safe zone." *(Reaffirms previous position, which was previously included as an initiative. The County's 2012 bill on this subject passed the Senate, but failed in a House subcommittee.)*

Taxation

Communications Sales and Use Tax

Support legislation to protect the financial interests of local governments based upon declining revenues in the communications sales and use tax. After lengthy negotiations, the 2007 General Assembly repealed many local telecommunications taxes and replaced them with a statewide communications tax. The expectation at that time was that the new communications tax would grow and localities would, at a minimum, receive the same amount of funding as they received in FY 2006 ($85.5 million for Fairfax County). However, this tax has eroded and in FY 2014, the County only received approximately $79 million. Consequently, any consideration of formula changes must be avoided until and unless communications tax revenues increase sufficiently to ensure revenue neutrality for localities, as agreed upon when this compromise was reached. Additionally, changes in market area, customers served, new technologies, and perhaps the rate itself must be examined to ensure a modern communications tax system for localities, which reflects and reacts to an ever-changing landscape. *(Reinstates and updates position included in previous Programs.)*

Transportation

Secondary Road Devolution

Oppose any legislation that would require the transfer of secondary road construction and maintenance responsibilities to counties, especially if these efforts are not accompanied with corresponding revenue enhancements. While there are insufficient resources to adequately meet the maintenance and improvement needs of secondary roads within the Commonwealth, the solution to this problem is not to simply transfer these responsibilities to local governments that have neither the resources nor the expertise to fulfill them. Further, oppose any legislative or regulatory moratorium on the transfer of newly constructed secondary roads to VDOT for the purposes of ongoing maintenance. *(Reaffirms previous position.)*

Pedestrian and Transit Safety

Safe access to transit facilities can be improved through infrastructure investments and better traffic safety laws. With the opening of the Silver Line, along with significantly increased Fairfax Connector service and more concentrated growth, more residents and workers in the County are choosing to walk and use transit. Fairfax County supports revisions to Virginia's existing pedestrian law that clarify the responsibilities of both drivers and pedestrians, in order to reduce the number of pedestrian injuries and fatalities that occur each year. In particular, support legislation that would require motorists to stop for pedestrians in crosswalks at unsignalized intersections on roads where the speed is 35 mph or less, and at unsignalized crosswalks in front of schools. *(Reinstates and updates position included in previous Programs.)*

FAIRFAX COUNTY
2015 Budget Fact Sheet

State General Fund
46% of the state General Fund (GF) provides aid to localities in FY 2014 (down from 52% in FY 2009).

32% of the GF will provide funding for K-12 in FY 2014 (down from 35% in FY 2009).

GF tax changes over the last two decades have more than neutralized 2004 tax increase:
- 2004 tax reforms raised about $1.6 billion per biennium in new revenue
- Since 1994, nearly $3 billion per biennium in state tax cuts and GF revenue reductions.

State Budget Cuts
Virginia ranks 10th nationwide in per capita personal income, but 46th in state and local revenue as a percentage of personal income, making Virginia a wealthy, low-tax state.

Virginia relies more on local taxes and revenues for funding government services than most other states.

In 2009, the General Assembly (GA) began requiring localities to return funds to the state to help close the state budget shortfall – essentially requiring "local aid to the Commonwealth." Between FY 2009 and FY 2014, this action cost the County over $20 million in state cuts. This practice has been restored for FY 2015 and FY 2016, and will cost the County an additional $2.3 million each year.

Virginia ranks 39th nationwide in state per pupil funding.

Since the 2008 GA session, the state has adopted permanent, structural cuts to K-12 totaling over $1.7 billion per biennium statewide.

State K-12 spending per pupil has fallen from approximately $5,274 in FY 2009 to approximately $4,862 in FY 2014, while it costs FCPS over $13,000 per pupil. Virginia localities now spend $3 billion more per year than required to match state K-12 funding.

Cuts to the Cost of Competing Adjustment (COCA) for K-12 support personnel in Northern Virginia resulted in a loss of $10.2 million to Fairfax County over the FY 2012-2014 biennium. In 2014, COCA for support personnel was eliminated for FY 2014-2016. FCPS would receive $12.8 million per year in FY 2015 and FY 2016 if COCA were fully funded.

Fairfax County/Regional Impacts
NOVA comprises 28% of the state population, generates 43% of state individual income tax revenues, and receives 21% of state GF appropriations.

State funding to Fairfax County (not FCPS) has been cut over $40 million since FY 2009 (including the planned reductions in aid to localities for FY 2015 and FY 2016).

Nearly 71% of the FCPS budget is funded by Fairfax County (the average district receives about half from its local government).

FCPS receives less than 16.2% of its budget from the state (the average funding share is 48%, due to the local composite index).

85.6% of the FCPS budget is for direct costs associated with providing instructional programs.

28.2% of FCPS students (52,654 students) qualify for free or reduced lunch.

BPOL
Of approximately 41,000 businesses in the County that pay BPOL tax, 40% pay a flat tax averaging $38, and 28% pay an average of approximately $552.

If Fairfax County's BPOL tax was eliminated, the real estate tax rate would have to be raised by approximately 7 cents, or about $350 per year for the average household, in order to replace the funding.

**Data is drawn from Fiscal Analytics and Fairfax County resources.*

FAIRFAX COUNTY
2015 Transportation Fact Sheet

Transportation Conditions

- Only 31% of secondary roads in Fairfax County have pavement in fair or better condition. This is 29% lower than the statewide average of 60%, and far short of VDOT's target of 82%. While the County's interstates and primary roads have improved from previous years, there are still significant unmet roadway maintenance needs in Fairfax County.

- According to the Texas Transportation Institute (TTI), delays endured by the average commuter in the Northern Virginia and the Washington Metropolitan Region in 2011 were 67 hours, 29 hours more than the national average and worst among the nation's 439 urban areas. The average commuter wasted about 32 gallons of fuel in 2011 due to congestion, also ranking the region as the worst in the nation.

- Transit agencies provide over 156 million passenger trips in Northern Virginia on bus and rail annually (a 22% increase in the past decade). Approximately three-quarters of transit trips in the Commonwealth are in Northern Virginia, and the TTI has found that the Washington, D.C. region's investments in transit have saved $711 million annually in reduced fuel use and delay in traffic.

- In 2012, Fairfax County reported $3 billion in unmet transportation needs over the next 10 years; due to the passage of HB 2313 and the County's Tysons Funding Plan, that deficit has been reduced to $790 million.

The Current Situation

- HB 2313 (2013) provides approximately $300 million in annual regional transportation revenues, which is a significant step in addressing the estimated $950 million annual transportation revenue shortfall calculated by the Northern Virginia Transportation Authority.

- In 2013, the County began developing a cost/benefit analysis to be used as one of the factors in its project selection process. It also initiated a Countywide Dialogue on Transportation (CDOT) to seek community feedback. This effort included public meetings, presentations by request, interactive mapping, and an online survey. The information gathered was used to assist the Board of Supervisors in adopting a priority project list for the County.

- The County continues to work to improve and streamline project delivery, including coordinating between County departments and with outside agencies, including VDOT, and eliminating or reducing steps in the process. It is essential that Fairfax County, the Commonwealth, and other regional entities work together to implement projects with the new funds to ensure the County is addressing residents' needs as quickly as possible.

Sample Project Costs

• Traffic Signal Upgrade:	$ 300,000	• Road Widening Project:	$ 135 million
• Major Interchange:	$ 160 million	• Multi-modal Transit Center:	$ 70 million
• Intersection Improvement:	$ 5 million	• Metrorail Car:	$ 2.2 million
• Roadway Extension:	$ 30 million	• Transit Bus:	$ 500,000

HB 2313 has provided significant resources to improve the County's transportation system. Efficient project implementation will be important to ensure these revenues are used wisely. In the future, additional investments will be necessary to ensure a modern, efficient, multimodal transportation system. This is essential to the Commonwealth and is intrinsically tied to continued economic success and the ability to compete in a global economy. Fairfax County, along with localities throughout the state, continues to provide millions in local funds for transportation each year, and the County and the Commonwealth must continue to work together to ensure that infrastructure needs are met.

Draft 2015 Fairfax County Human Services Issue Paper

This human services issue paper is a supplement to the 2015 Fairfax County Legislative Program. Fairfax County has long recognized that investments in critical human services programs can and do save public funds by minimizing the need for more costly services. This is not the time to abandon those essential investments.

Though 2009 is credited as being the end of the Great Recession, its impact has continued to take a toll on our most vulnerable residents. Many Virginians are still struggling to regain their footing and their ability to help themselves out of their present situations. The poverty rate in Virginia is currently 11.1 percent. At present, there are 64,851 people in Fairfax County living in poverty. Additionally, the number of people living in deep poverty in Fairfax County – with an income less than about $9,545 for a family of three – jumped to 31,378 in 2013. Since the start of the economic downturn, an additional 4,247 children have slipped into poverty, bringing the total number to over 19,000, or 7.3 percent, of Fairfax's children.

The recent implementation of federal sequestration, and accompanying federal funding cuts, has adversely affected an already struggling population, further threatening to unravel the social safety net through significant reductions in domestic discretionary spending. These federal actions have had an impact on Virginia's own revenue sources as actual revenues have significantly missed projections in FY 2014, leading to state budget reductions. In Virginia, the state and local partnership to fund core services has already been weakened by state budget actions over the past few years, with new cuts to be implemented in FY 2015 and FY 2016. Further stressing a weakened state/local partnership in Northern Virginia is the need for additional state funding to adequately accommodate individuals transitioning out of the Northern Virginia Training Center, in compliance with the Department of Justice (DOJ) settlement with the Commonwealth.

All of these short- and long-term uncertainties continue to threaten the safety net provided by local governments at a time when their own fiscal health has not been fully restored. A strong safety net for our most vulnerable populations remains an essential public service.

In order to achieve the stated public policy goals, state and local governments must partner to achieve the following outcomes:

- Protect the vulnerable;
- Help people and communities realize and strengthen their capacity for self-sufficiency;
- Whenever needed, help link people to health services, adequate and affordable housing, and employment opportunities;
- Ensure that children thrive and youth successfully transition to adulthood;
- Ensure that people and communities are healthy through prevention and early intervention;
- Increase capacity in the community to address human service needs; and,
- Build a high-performing and diverse workforce to achieve these objectives.

It is the goal of the Fairfax County Board of Supervisors to work with the County's General Assembly delegation to achieve these objectives.

Priorities

Early Intervention Services for Infants and Toddlers with Disabilities/Part C

Support sustainable funding and infrastructure for Part C Early Intervention, which is a state/federal entitlement program that provides services for Virginia's infants and toddlers. In order to address immediate concerns, support increasing funding by $2 million GF in FY 2015 and $2.3 million GF in FY 2016 to support growth in services to children who do not qualify for Medicaid. Additionally, approximately $2 million GF is needed to increase rates and align them with actual costs (from $132 per month to $175 per month) for the Medicaid Early Intervention Targeted Case Management Program, which provides early intervention services for children eligible for Medicaid.

The Commonwealth of Virginia has long contracted with the Fairfax-Falls Church Community Services Board (CSB) to provide Early Intervention therapeutic services for infants and toddlers with developmental delays in areas such as speech, eating, learning, and movement. The CSB, which is the Local Lead Agency for Fairfax County as part of the state's compliance with the federal Individuals with Disabilities Education Act (IDEA) Part C grant, provides services through the Infant and Toddler Connection (ITC) program. ITC is funded through a combination of federal, state, local, and insurance sources.

As the benefits of early intervention have become more widely known throughout the nation, the average monthly number of children seeking and/or receiving ITC services has grown by more than 50 percent – from 909 per month in FY 2010 to 1,380 per month in FY 2014. It is anticipated that demand for ITC will continue to grow at an average rate of six to eight percent annually. A significant funding shortfall has resulted from the increased demand and costs of services. Although the 2013 General Assembly provided an additional $2.3 million in FY 2013 and $6 million in FY 2014 statewide, this program was level funded at the FY 2014 level for FY 2015 and FY 2016, in spite of rising service needs. Increased funding will continue to be necessary to keep pace with the demand for this critical program. *(Revises and reaffirms previous position.)*

Funding – Northern Virginia Training Center (NVTC)

Support additional state funding for community placements, including critically-needed housing, for individuals leaving the Northern Virginia Training Center. Also support additional state funding for increased Medicaid waiver rates to support those placements, to ensure the Commonwealth fulfills its responsibility to implement the federal settlement agreement.

As a result of a state decision following the settlement agreement negotiated with the U. S. Department of Justice, the Commonwealth will be closing four of the state's five training centers, which provide residential treatment for individuals with intellectual and developmental

disabilities. Ensuring the creation of sufficient and appropriate housing for individuals leaving the training center must be a top priority for the Commonwealth, and is essential to the implementation of this agreement.

Community Services Boards (CSBs) are responsible for transitioning all persons at training centers into community-based residential and day support services operated by the CSB, private non-profit, or for-profit providers based on funds available as well as the choices of those being discharged to the community. Unfortunately, residential, employment, and day support in the region is already at capacity and expansion has been impeded by high real estate and service delivery costs paired with insufficient waiver rates. Although there has been some expansion, it is not sufficient to serve all the individuals who wish to remain in Northern Virginia by the scheduled closing of NVTC (as of November 5, 2014, 73 individuals from Fairfax County reside in training centers, primarily at NVTC).

In 2013, the Commonwealth established bridge funds for individuals leaving NVTC, intended to provide temporary financial support for services that will eventually be funded through new Medicaid waivers, which are currently being developed. Additionally, the Commonwealth has received federal approval for exceptional rates for congregate residential services for individuals with complex needs, but additional guidance remains under development. This uncertainty has created difficulty for providers and the CSB in seeking to prepare for the eventual release of NVTC residents.

Recognizing that existing capacity in community-based services is not yet adequate to accommodate the closure of NVTC, the state elected to delay closure of the facility until March 2016. In order to make that delay effective, state efforts to increase community-based services must be accelerated and expanded. It is estimated that approximately $7.7 million in state start-up funding will be needed in Northern Virginia to expand community-based residential placements and day support services, including the creation of 14 new community Intermediate Care Facilities (ICF) and 20 Intellectual Disability (ID) waiver homes.

In addition to creating this expanded capacity, the current Medicaid ID waiver reimbursement rates will need to increase to ensure sufficient, quality services, comparable to the services currently provided by training centers. It is estimated that additional state funding of approximately $10.1 million per year will be needed to operate these services. NVTC is an intermediate care facility (ICF) which has provided cost-based reimbursement for community services. Fairfax County has long supported increasing Medicaid waiver rates for all recipients, which allow Medicaid reimbursement for services provided in the home and community for people with intellectual and developmental disabilities, among others. However, meeting the unique conditions of those transitioning from NVTC requires both increasing and restructuring some existing waiver rates, and should be an essential component of any state solution. Waiver rates are currently well below the cost of providing necessary services, and do not provide sufficient flexibility to meet the needs of the NVTC population. Support changes to waivers that would:

- Increase the Northern Virginia differential from 15 percent to 20 percent, reflecting the higher cost of living and services in this area;

- Increase congregate waiver rates to compensate a sustainable, well-trained workforce and service support model;
- Establish higher rates to address the needs of individuals with high, complex, and intense needs for support, including employment and day services;
- Increase reimbursement rates to enable the hiring of professional nurses;
- Enhance or reconfigure waiver services to fully reimburse nursing and behavioral supports;
- Restructure billing units to allow sufficient reimbursement for the provision of appropriate and adequate services; and,
- Include appropriate levels of funding to create a range of community residential arrangements and infrastructure.

Successfully implementing the Department of Justice settlement is the Commonwealth's responsibility and obligation. Sufficient and timely state funding for the NVTC population is an essential component of that effort. *(Updates and reaffirms previous position.)*

Medicaid Eligibility and Access to Care

Support increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned by the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Virginia's Medicaid program provides access to health care services for people in particular categories (low-income children and parents, pregnant women, older adults, and persons with disabilities). Costs are shared between the federal government and the states, and states are permitted to set their own income and asset eligibility criteria within federal guidelines. Virginia's current eligibility requirements are so strict that although it is the 12th largest state in terms of population and 10th in per capita personal income, Virginia ranked 44th in Medicaid enrollment as a proportion of the state's population and 46th in per capita Medicaid spending.

The national recession has placed additional pressures on Medicaid, resulting in more Americans being eligible for this essential program, and the Commonwealth faces a critical decision, as it considers again whether or not to pursue the Medicaid expansion included in the federal health care reform law, along with the sizable federal funding provided for those newly eligible enrollees. During the 2014 session, a compromise proposal was offered to utilize the additional federal funding that would be available under Medicaid expansion to subsidize insurance premiums for low-income Virginians purchasing private insurance. A subsequent proposal, considered during the 2014 special session, would have created a framework for the use of the additional federal dollars to assist low-income Virginians with the employee's share of employer-sponsored insurance, or to subsidize premiums for the plans included in the federally-managed health insurance exchanges. The failure of both proposals leaves the question of Medicaid expansion in doubt in Virginia; however, it is important to note that expansion would provide coverage to as many as 248,000 Virginians, including 27,000 individuals in Fairfax County. Newly eligible individuals would include low-income adults (individuals earning less than $16,104 per year or families earning less than $32,913 per year), low-income children who

lose Medicaid when they turn 19, and adults with disabilities not eligible for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).

It is clear at this time that the cost to the Commonwealth will be minimal in the first few years, while the savings in indigent and uncompensated care could be significant. Additionally, increasing less expensive preventative care and reducing more expensive emergency care could improve the overall health of residents of the Commonwealth, while slowing the growth in insurance premiums and reducing the "hidden tax" currently borne by all Virginians. As a result, Fairfax County supports increasing Medicaid eligibility in Virginia to 138 percent of the federal poverty level, as envisioned in the federal health care reform law, ensuring critical health coverage for some of the most vulnerable Virginians.

Oppose actions that shift Medicaid costs to localities, such as through Medicaid service funding reductions, changes to eligibility that shrink access, or other rule changes that erode the social safety net.

Irrespective of Virginia's decision on the Medicaid expansion, or of any other federal funding cuts or reductions in federal requirements which may be considered by Congress, it is essential that the Commonwealth avoid taking actions that effectively shift costs to localities. Due to the increasingly critical shortage of private providers, poor reimbursement rates, and other factors that play a role in an overall increase in Medicaid program costs, ensuring success with any cost containment strategies will require close cooperation between the Commonwealth and local governments, as localities are frequently the service providers for the Medicaid population. In particular, information technology initiatives to improve program administration should be coordinated with local program administrators. Fairfax County supports cost containment measures that utilize innovation, increase efficiency and targeted service delivery, and use of technology to reduce Medicaid fraud, in order to ensure the best allocation of resources without reducing services or access to care. Decisions made regarding other aspects of the Affordable Care Act should be carefully considered to avoid unintentionally increasing the number of uninsured Virginians by limiting the types of acceptable private plans, potentially increasing pressure on the social safety net. *(Revises and reaffirms previous position.)*

Position Statements

State Resource Investments for Keeping People in Their Communities

Human services programs serve a wide range of people, including low-income individuals and families; children at risk for poor physical and mental health, and educational outcomes; older adults, persons with physical and intellectual disabilities; and, those experiencing mental health and substance use issues. These individuals want the same opportunities every Virginian wants – not just to survive, but to thrive, by receiving the services they need while remaining in their homes and communities, allowing continued connections to family, friends, and their community resources. In recent years, changes in philosophy have led public policy to embrace this direction, as a more cost-effective, beneficial approach – allowing those with special needs to lead productive lives in their own communities, through care and support that is much less expensive than institutional care.

Meeting these needs requires a strong partnership between the Commonwealth and local government. This is particularly true in the area of funding, which is necessary to create and maintain these home and community-based services, and must be seen as an investment in the long-term success of the Commonwealth. Unfortunately, it has increasingly become the practice of the Commonwealth to significantly underfund core human services or neglect newer best practice approaches, leaving localities to fill gaps in the necessary services through local revenues in order to meet these critical needs. Fairfax County understands the fiscal challenges the Commonwealth has faced; however, while state revenues are recovering, local revenues are not bouncing back as quickly.

The process of fundamentally reorganizing and restructuring programs and outdated service delivery systems for vulnerable populations in order to more successfully achieve positive outcomes requires an adequate state investment, which will ultimately pay dividends for years to come.

Medicaid Waivers

Support funding and expansion for Virginia's Medicaid waivers that provide critical home and community-based services for qualified individuals.

Medicaid funds both physical and mental health services for people in particular categories (low-income children and parents, pregnant women, older adults, and persons with disabilities). It is financed by the federal and state governments and administered by the states. Federal funding is provided based on a state's per capita income – the federal match rate for Virginia is 50 percent. Because each dollar Virginia puts into the Medicaid program draws down a federal dollar, what Medicaid will pay for is a significant factor in guiding the direction of state human services spending. However, states set their own income and asset eligibility criteria within federal guidelines; Virginia's requirements are so strict that though it is ranked 10th in per capita

personal income, it is 49th in Medicaid spending for persons with intellectual and developmental disabilities.

For the most part, each state also has the discretion and flexibility to design its own Medicaid service program and can choose from a menu of optional services and waiver services in the state plan. Virginia offers fewer optional Medicaid services than many other states (in addition to federally mandated services), though Medicaid recipients in Virginia may also receive coverage through home and community-based "waiver" programs, which allow states to "waive" the requirement that an individual must live in an institution to receive Medicaid funding. Waivers result in less expensive, more beneficial care than care provided in institutional settings. Waiver services are especially important for low-income families, older adults, people with disabilities and seriously ill individuals in Virginia, where Medicaid eligibility is highly restrictive. The average cost of institutionalizing a person at a state training center is approximately $263,530 per year ($314,772 at the Northern Virginia Training Center). By contrast, the cost of providing services for a person in the community through the use of a waiver is approximately $140,611 on average.[1] Virginia can serve two people in the community for each person in a training center.

The number and type of waivers is set by the General Assembly, and the extensive waiting lists for some demonstrate the significant barriers that exist in the Commonwealth (current Virginia waivers include Alzheimer's Assisted Living, Day Support for Persons with Intellectual Disabilities, Elderly or Disabled with Consumer-Direction, Intellectual Disabilities, Technology Assisted and Individual and Family Developmental Disabilities Support).

Fairfax County supports the following adjustments in Medicaid waivers:

- **Support automatic rate increases and an increase in the Northern Virginia differential.** While nursing homes receive annual cost of living adjustments, this rate adjustment is not available to providers of Medicaid waiver services. Virginia ranks 47th among the states in the provision of home and community-based services. To reduce reliance on institutions such as nursing homes and state training centers, increase the source of less costly community-based services, and ensure the availability and quality of Medicaid providers for personal care and other Medicaid community based services, a fundamental rebalancing of reimbursements within Virginia's Medicaid program is necessary. At a minimum, this includes restoring reductions to Virginia's Medicaid waiver services from the 2010-2012 biennial budget; rates should equal at least 90 percent of cost. Additionally, increase the Northern Virginia differential from 15 percent to 20 percent, reflecting the higher cost of living and services in this area.
- **Create new consolidated waiver.** Merge the Intellectual Disability (MR/ID) Waiver with the Individual and Family Developmental Disabilities (DD) Waivers, as proposed in the 2013 Department of Behavioral Health and Disability Services (DBHDS) request for proposals. Expand covered services to include a range of residential options, while implementing a system of individual budgeting to allow greater flexibility in access to services, including behavioral and medical supports. Assign new consolidated waiver slots based upon urgency of need, while making some accommodations for individuals already on the DD waiver waiting list. Revise and expand the eligibility criteria for the

[1] Updated cost figures from Virginia Department of Behavioral Health and Developmental Services.

new waiver to include individuals whose needs are related to communication/social skills, brain injuries, and individuals who are blind and/or deaf. As the Department of Behavioral Health and Developmental Services (DBHDS) and the Department of Medical Assistance Services (DMAS) work with a stakeholder group to ensure development of a person-centered waiver system with sufficient funding for services, it is critical that consolidation enhance – not reduce – the breadth of services provided under the new waiver. Thorough and detailed analysis is needed prior to consideration of such changes, so that any potential impacts to those affected are clearly understood and mitigated. Any consolidation must include funding that allows an appropriate level of services to continue for individuals who are presently receiving those services in the community. Additionally, utilization of a new waiver model must ensure that the management structure and reimbursement rates account for service model and regional cost differences unique to the Northern Virginia area. *(Revises and reaffirms previous position.)*

- **Support increased waiver funding.** Funding is needed to serve the more than 8,500[2] people statewide who are eligible but waiting for ID or DD waiver services. In Fairfax County (as of July 2014), over 1,000 people with intellectual disabilities are on the wait list for services; of those, more than 700 are considered to have "urgent" needs, one crisis away from requiring emergency services and potential institutionalization. More than 800 of those needing ID services qualify for waivers. Increased funding would allow individuals to receive services in the community rather than in a nursing facility or institution, would assist in the requirements and spirit of the DOJ settlement with the Commonwealth, and would bring Virginia into compliance with the Olmstead Decision. *(Updates and reaffirms previous position.)*
- **Support funding for an expansion of services.** Additional medical and behavioral services are needed under Virginia's existing Medicaid waivers, for individuals whose needs extend beyond the standard benefits available. Waiver enhancements such as increased medical and behavioral support components, higher rates for these and other waiver services, and higher Northern Virginia differentials are needed to enhance success in community-based services for individuals transitioning out of training centers under the DOJ settlement with the Commonwealth as well as for people currently on waiting lists.
- **Support Expansion of Home and Community-Based Services.** New federal initiatives such as the Community First Choice option allow for states to streamline and improve their Medicaid plans to expand home and community-based services at a higher federal reimbursement rate. At a time when Virginia is planning to move residents from state training centers into the community, the Commonwealth should incorporate Community First Choice into its 2014 Medicaid state plan and seek other opportunities to serve older adults and people with disabilities in their homes and communities.
- **Restore and Preserve the Elderly and Disabled with Consumer Direction (EDCD) Waiver, and Eliminate the 56 Hour Cap**: The EDCD Medicaid waiver is the only option for thousands of Virginians to stay in their own homes and avoid unnecessary placement in a nursing facility. After significant state funding reductions in recent years, several areas of the EDCD waiver must be preserved and restored in order to fully benefit

[2] Updated cost figures from Virginia Department of Behavioral Health and Developmental Services.

Fairfax County's most vulnerable older adults and adults with disabilities, including: keeping the Long Term Care Medicaid eligibility threshold at 300 percent of SSI; restoring recent reductions to home and community-based Medicaid providers; allowing for flexibility in Medicaid's administrative requirements to maximize options for consumer-directed care; and, restoring respite care service hours to a maximum of 720 hours a year. Additionally, the EDCD waiver has a maximum of 56 personal care hours per week, which is insufficient to provide the support and services needed to allow recipients to remain in the community, and should be eliminated. *(New position.)*

- **Support consumer empowerment**. Services to help consumers enhance life skills, achieve greater independence, and offer the option of consumer directions and choice should be a priority.

Children and Families

Comprehensive Services Act (CSA)

Support continued state responsibility for funding mandated CSA foster care and special education services on a sum-sufficient basis, and support continuation of the current CSA local match rate structure, which incentivizes serving children in the least restrictive community- and family-based settings. Also, support the current structure which requires that service decisions are made at the local level and are provided based on the needs of the child, and oppose any changes to the current CSA program that would shift costs to local governments or disrupt the responsibilities and authorities as assigned by the Comprehensive Services Act, including CSA funding for youth 18-21 who entered foster care prior to their 18th birthday.

The Comprehensive Services Act is a 1993 Virginia law that provided for the pooling of eight funding streams used to plan and provide services to children who have serious emotional or behavioral problems; who may need residential care or services beyond the scope of standard agency services; who need special education through a private school program; or who receive foster care services. It is a state-local partnership which requires an aggregate local match of approximately 46 percent. The purpose of CSA is to provide high-quality, child-centered, family focused, cost effective, community-based services to high-risk youth and their families. Children receiving certain special education and foster care services are the only groups considered mandated for service. Because there is "sum sufficient" language attached to these two categories of service, this means that for these youth, whatever the cost, funding must be provided by state and local government. Fairfax County strongly opposes any efforts to cap state funding or eliminate the sum sufficient requirement, as the Commonwealth must not renege on its funding commitment to CSA.

In recent years, the state changed the local match rate structure, in order to incentivize the provision of community-based services, which are less expensive and more beneficial to the children and families participating in CSA. Since that time, overall costs for CSA have declined, illustrating the success that the state can achieve by working cooperatively with local governments. It is essential that this state and local partnership be maintained – changes to CSA law, policy, or implementation guidelines should focus on solutions that acknowledge the critical

roles played by both levels of government, but should not favor one side of the partnership over the other. *(Reaffirms previous position.)*

Child Day Care Services

Support state child care funding for economically disadvantaged families not participating in TANF/VIEW, known as "Fee System Child Care," and support an increase in child care service rates. Also, support continuation of Fairfax County's waiver to use a local sliding fee scale for child care payments, rather than a statewide fee scale.

Particularly during periods of economic downturn, a secure source of General Fund dollars is needed statewide to defray the cost of child care, protecting state and local investments in helping families move off of welfare and into long-term financial stability.

Research clearly indicates that the employment and financial independence of parents is jeopardized when affordable child care is outside of their reach. Parents may be forced to abandon stable employment to care for their children or they may begin or return to dependence on welfare programs. In order to maintain their employment, some parents may choose to place their children in unregulated, and therefore potentially unsafe, child care settings. Without subsidies to meet market prices, low-income working families may not access the quality child care and early childhood education that helps young children enter kindergarten prepared to succeed. In the Fairfax County community, where the median annual income of families receiving fee-system child care subsidies is just under $25,000, the cost of full-time child care for a preschooler ranges from $8,000 to over $13,000 per year. Many of these families are truly "the working poor" who require some assistance with child care costs in order to help them achieve self-sufficiency.

Additionally, for over 15 years, Fairfax County has had a waiver from the Virginia Department of Social Services (VDSS) to use a local sliding fee scale, rather than the state fee scale, to determine parent co-payments for child care. This local fee scale has been incorporated into the state's Child Care and Development Fund plan (CCDF), which is submitted to the federal government every two years. The Fairfax County fee scale has worked well for local families, as it takes into consideration economic challenges specific to living in this high cost area. A recent state decision to disallow the use of local fee scales in favor of a statewide fee scale will result in Fairfax County families paying from 5 percent to 10 percent of their gross income for care, rather than the 2.5 percent to 10 percent they are currently paying – a significant increase, particularly for those at the lowest income levels. VDSS has indicated that the reason for denial of this waiver is a preference for a uniform, statewide fee scale. However, while a strong state and local partnership is essential to the delivery of many services, local governments must be provided the flexibility to serve the needs of residents, which can vary greatly from one part of the Commonwealth to another. The current waiver system has been very successful for many years in Fairfax County, and "uniformity" is not a compelling reason for reducing the County's local authority to respond to the needs of working families. *(Reaffirms previous position.)*

Early Childhood Education

Support increased state resources for early childhood education programs, which help young children enter kindergarten prepared to succeed.

Research has increasingly shown the importance of high quality early childhood education programs to children's cognitive and social emotional development and their school success. Such programs have become economic development issues, as business organizations like the U.S. Chamber of Commerce have cited potentially positive impacts on national economic security, linking early childhood education and the creation of a highly skilled workforce. While failure to adequately meet the needs of the youngest Virginians can create repercussions for individual families, the larger community and the Commonwealth, it is clear that investments in early childhood education can provide a foundation for learning and achievement, often reducing or eliminating the need for more costly remediation later. *(Reaffirms previous position.)*

Foster Care/Kinship Care

Support legislation and resources to encourage the increased use of kinship care, keeping children with their families, including the development of a legal framework, such as guardianship, to allow kinship caregivers to make decisions for children in their care. Also support legislation that would allow youth in Foster Care to be adopted between the ages of 18-20 and extend the availability of subsidy for this population.

In 2008, Virginia embarked on a Children's Services Transformation effort, to identify and develop ways to find and strengthen permanent families for older children in foster care, and for those who might be at risk of entering foster care. The Transformation, founded on the belief that everyone deserves and needs permanent family connections to be successful, is leading to significant revisions in Virginia's services for children. Through kinship care (when a child lives with a relative), children remain connected to family and loved ones, providing better outcomes.

These kinship care arrangements are typically informal, with no legal agreements in place between the parents and the kin caregiver. In many cases, legal custody is not an option for kinship providers, due to the unwillingness of the relative to go through a proceeding with the biological parent(s) that may be viewed as adversarial, or the financial hardships associated with hiring legal counsel. Guardianship, which is a formal legal process allowing courts to grant legal authority to kinship caregivers to act on behalf of a child, is an alternative allowed in many states. The legal authority granted through guardianship would provide kinship caregivers the ability to make medical or educational decisions for the children in their care, authority they do not have under current, informal kinship care arrangements. *(Reaffirms previous position.)*

Support legislation that would allow youth in Foster Care to be adopted between the ages of 18-20 and extend the availability of subsidy for this population.

Once a youth turns 18, he or she can continue to receive services through foster care, but he or she is no longer eligible for an adoption subsidy. This lack of financial support may impact families' ability to adopt older youth. By extending the adoption subsidy to age 21, more Virginia youth may have the opportunity to find permanent homes. *(Reaffirms previous position.)*

Juvenile Justice

The Commonwealth should provide adequate funding through the Virginia Juvenile Community Crime Control Act (VJCCCA).

The Virginia Juvenile Community Crime Control Act (VJCCCA) was established in 1995 by the General Assembly, and restructured funding for local juvenile justice programming. State funds were appropriated to assist localities in providing cost-effective services to meet the needs of juveniles involved in the juvenile justice system, through programs designed to:

- Prevent juvenile offenders from further penetrating the justice system;
- Maintain youth in community-based programs, rather than in state corrections centers;
- Facilitate re-entry and prevent recidivism; and,
- Help troubled youth return to a more productive life and better future.

In the last ten years, funding for these programs has been reduced by over 67 percent. These cuts have created significant impacts in Fairfax County, and have required the termination of important programs. *(Reaffirms previous position; moved from Legislative Program.)*

Youth Safety

Support additional state funding for programming to prevent and reduce risk factors that lead to youth violence, alcohol/drug use, mental health problems and other poor outcomes, while increasing protective factors including mental wellness and healthy coping strategies.

Research has identified a set of risk factors that predict an increased likelihood of drug use, delinquency, mental health problems, and violent behavior among youth. These factors include: experiencing trauma and early aggressive behavior; lack of nurturing by caregivers; availability of alcohol and other drugs; and, even a lack of problem-solving skills. Conversely, research has also identified protective factors, such as developed social skills, strong parenting and positive involvement from caring adults, and involvement in community activities that can influence and mitigate risk factors. Funding is needed to implement evidence-based, effective strategies to prevent and reduce risk factors that lead to youth violence, alcohol/drug use, mental health problems, and other poor outcomes.

The urgency of this funding need is reflected in results from the Virginia 2013 Youth Survey, which provides some troubling information. In a statistically reliable sample of high school students across the Commonwealth, 21.9 percent reported being bullied on school property; 6.1 percent have been threatened or injured with a weapon on school property; 5.4 percent have missed one or more of the past 30 days of school because they felt unsafe at school or traveling to or from school; 25.7 percent reported feeling sad or hopeless daily for two or more weeks to the extent that they could not engage in their typical daily activities; and, 14.7 percent reported seriously considering suicide. Targeting funding towards programs that improve the health, well-being and safety of young people throughout the state, while seeking to reduce dangerous and risky behaviors, is essential to all Virginians.

In Fairfax County, an annual youth survey found that youth in 10th and 12th grades are at significant higher risk for depression and suicide ideation than their peers statewide. In addition, approximately one out of six 8th, 10th and 12th graders reported being attacked by someone in the

past year, and over half reported being a victim of bullying. *(Revises and reaffirms previous position.)*

Older Adults and Adults with Disabilities

Support for Older Adults and Adults with Disabilities to Stay in Their Own Homes

Support funding for nutrition, transportation, in-home, chore and companion services that help people live in their homes.

Services provided to keep older adults and adults with disabilities in their own homes, such as personal assistance, home-delivered meals, transportation, service coordination, and adult day/respite supports – provided by the Commonwealth's twenty-five Area Agencies on Aging (AAAs) save Virginia taxpayers money while helping older Virginians function independently, keeping them in the least restrictive setting of their choice, building on family support, decreasing the risk of inappropriate institutionalization, and improving life satisfaction. In addition, chore and companion services are funded locally and by the Virginia Department for Social Services and assist eligible older adults and adults with disabilities with activities of daily living (bath and housekeeping).

During difficult economic times, it is especially important that the Commonwealth spend its long-term care dollars wisely by investing in its home and community-based services for older adults and adults with disabilities. *(Updates and reaffirms previous position.)*

People with Disabilities

Support maintenance and expansion of services that promote the independence, self-sufficiency, and community integration of youth and adults with disabilities through direct state General Fund monies on an annual basis.

Virginia's highly restrictive Medicaid eligibility requirements preclude many low-income Virginians with disabilities from receiving much-needed services. Funds would be used to provide independent living and other services and supports that preserve existing, community living situations and keep families together; prevent unnecessary and more costly institutional placement; promote pursuit of training and employment options; and, improve an individual's quality of life and ability to contribute to society.

In addition, support additional state funding to eliminate or reduce waiting lists for personal assistance services provided through the Department of Aging and Rehabilitative Services. This program provides assistance for people with physical disabilities who are employed and do not qualify for many home-based services provided through Medicaid. These individuals may need an attendant in the morning and evening, but not during the day at work. Investments in this program help allow individuals with disabilities to continue working, an important part of maintaining their independence. *(Reaffirms previous position.)*

Disability Services Board (DSB)

Support reinstatement of state funding sufficient to enable every locality, either singly or regionally, to have a Disability Services Board (DSB), so that the key provisions of §51.5-48 can be implemented.

DSBs enable localities to assess local service needs and advise state and local agencies of their findings; serve as a catalyst for the development of public and private funding sources; and, exchange information with other local boards regarding services to persons with physical and sensory disabilities and best practices in the delivery of those services. Without such a network of local representatives with expertise in these issues, the opportunity for valuable statewide collaboration will be lost. *(Reaffirms previous position.)*

Accessibility

Support ensuring the inclusion of people with disabilities throughout the Commonwealth by increasing accessibility to public places and to housing.

According to the U.S. Census Bureau's 2013 American Community Survey, approximately 74,000 Fairfax County residents have a disability, which includes people with hearing, vision, cognitive, ambulatory, self-care, and/or independent living difficulties. While significant progress has been made toward ensuring the equality and inclusion of people with disabilities since the passage of the Americans with Disabilities Act (ADA), continued advancement is needed. Fairfax County supports access for people with disabilities and older adults in public and private facilities; in particular, the County supports increasing accessibility through incentives, voluntary standards for accessible housing and educational outreach to businesses, building officials, advocacy groups, and the Commonwealth.

The lack of affordable, accessible, integrated housing is a major barrier facing older adults and people with disabilities throughout the Commonwealth. Innovative options to help ensure that older adults and people with disabilities can stay in their homes include increasing the accessible housing stock in newly constructed multi-family housing (encompassing apartment buildings, condos, and assisted living housing among others); expanding the Rental Choice Virginia demonstration grant to cover more people; raising the maximum annual allotment of the Livable Homes Tax Credit; and, establishing a comparable grant to help pay for much-needed home modifications. Improved accessibility in public buildings, housing, transportation, and employment benefits all Virginians, by allowing people with disabilities to remain active, contributing members of their communities, while retaining their independence and proximity to family and friends. *(Updates and reaffirms previous position.)*

Health, Well Being, and Safety

Temporary Assistance for Needy Families (TANF)

Support an increase in the TANF reimbursement rates in Virginia, which have only been increased once since 1985.

Virginia's TANF reimbursement rates have only been raised one time in the last 25 years, which was an increase of 10 percent in 2000. Currently, a family of three receives less than $3,840 per year, only a fifth of the federal poverty level. While the TANF caseload in Virginia has been reduced by 58 percent since the start of Welfare Reform in 1995, Fairfax County's average monthly TANF caseload has increased from 1,268 in FY 2008 to 1,632 in FY 2012 (a 29 percent increase). In the future, if rates were indexed for inflation, it would prevent further erosion of recipients' ability to meet the basic needs of children in their own care or in kinship care (relative care). *(Reaffirms previous position.)*

Community Action Agencies

Support continued state funding for Community Action Agencies.

Community Action Agencies in Virginia develop a wide range of educational, employment, housing, crisis intervention, community, and economic development opportunities for people with very low incomes (under 125 percent of poverty). Since 1988, Virginia has supplemented federal Community Services Block Grant (CSBG) dollars provided to localities with state funding (through a combination of state General Funds and TANF funds). This critical funding has led to economic stability for hundreds of thousands of Virginia's poorest citizens and improved their communities. However, from FY 2010 through FY 2014, the state decreased its funding for this essential program, and nearly eliminated all state funding in FY 2012. While the County received $762,019 for this program in FY 2009 (including the state contribution), in FY 2014, it received approximately $475,038, a 38 percent decrease. While the state added TANF funds in FY 2015, there is still much uncertainty about the federal CSBG dollars as funds are vulnerable to be cut in FY 2015. The state needs to ensure that these vital services to low-income residents are maintained by keeping this additional funding in the budget. *(Updates and reaffirms previous position.)*

Domestic Violence

Support additional state funding to provide counseling and other services to children who are exposed to domestic violence.

Research indicates that witnessing domestic violence can be extremely traumatic for children, potentially leading to depression, anxiety, nightmares, and academic disruptions. In fact, the trauma can be very similar to when children experience abuse themselves. Unfortunately, according to the 2011 Fairfax County Youth Survey, seven percent of FCPS students (an estimated 13,000 students) indicated that they have witnessed physical violence between their parents. Additional state funding is necessary to respond to the needs of these children through services that include therapeutic and psycho-educational interventions, as well as parenting classes for both victim and offender parents. Such services are crucial to helping families rebuild their lives after violence, and are an important component in breaking the inter-generational cycle of violence in these families and in our communities. *(The Virginia State Crime Commission has convened a workgroup to examine issues related to funding for domestic violence programs, and is expected to discuss recommendations in November 2014.) (New position.)*

Mental Health

Mental Health

Support the continuation of efforts for mental health reform at the state level and support additional state funding, as part of the promised down payment of such funding to improve the responsiveness of the mental health system. Also, support state funding to create Crisis Response Treatment Programs for assessment of individuals experiencing behavioral health crises.

Significant strides in mental health reform were made by the 2014 General Assembly, after a Virginia tragedy just prior to the session cast a bright light on weaknesses in the state's mental health system. However, it is critical that the state continue to make progress in this important area and provide sufficient resources for Fairfax County to implement recent and future reforms; specifically, adequate resources are needed to ensure that the hundreds of Fairfax County residents with serious mental illness and disabling substance dependence receive intensive community treatment following an initial hospitalization or incarceration. Housing assistance and supports that can be tailored to individual needs are critical for ensuring that such individuals can access the services they need while remaining in their communities.

Additionally, regional pilot programs to create Crisis Response Treatment Programs would provide intervention and treatment services to assess and stabilize individuals experiencing an emotional or psychiatric emergency. The benefits of such programs include reducing the number of voluntary and involuntary hospitalizations and substantially reducing or even eliminating the involvement of public safety officers in responding to a psychiatric crisis situation, while linking individuals in crisis to less restrictive, ongoing, community-based treatment options. *(Two work groups have been convened to examine additional strategies for reforming mental health services – the Governor's Task Force on Improving Mental Health Services and Crisis Response is expected to report in October 2014, and the Joint Subcommittee to Study Mental Health Services in the Commonwealth in the 21st Century is expected to report in December 2017). (Revises and reaffirms previous position.)*

Substance Use Disorder

Support increased capacity to address and prevent substance use disorder through robust community-based treatment and prevention programs.

Across Virginia, law enforcement and health care professionals identify the need to combat drug abuse as a high priority, as the statewide rate of drug-caused deaths in 2011 was higher than that of motor vehicle accidents. Nearly 400,000 Virginians engaged in non-medical use of pain relievers in 2013, primarily those aged 18-25.[1] The 2013-2014 Fairfax County Youth Behavior Survey of 8th, 10th, and 12th graders reveals that almost 3,000 respondents have used painkillers without a doctor's note, and approximately 300 respondents have used heroin. Too often, use of prescription opioids (such as morphine and oxycodone) and heroin result in death, with 268 fatal heroin and/or prescription opioid overdoses in Fairfax County from 2007 to mid-September

[1] Data from the Virginia Department of Behavioral Health and Developmental Services (DBHDS).

2014.[2] Tragically, lack of substance use disorder treatment services exacerbates the issue; more than 200,000 Virginians each year need substance use disorder treatment services but are not receiving them. Such individuals place a high demand on the state's already overburdened public safety and social services system, particularly local emergency rooms, psychiatric hospitals, jails and crisis care departments. Without appropriate and timely intervention and treatment, the alarming number of young adult substance users will continue to require expensive public interventions throughout their lives.

The recently created Governor's Task Force on Prescription Drug and Heroin Abuse, along with the Attorney General's Heroin and Prescription Drug Abuse Strategy, are significant steps toward developing a comprehensive statewide approach to tackling substance use disorder. At the local level, effective community-based prevention programs can reduce rates of substance use disorder and delay the age of first use. In the last two years, the Northern Virginia region has supported a successful Peer Recovery Support Services pilot program, designed and delivered by people who themselves have substance use disorders and are in recovery. Positive results have included reduced recidivism and relapse, increased self-sufficiency, and significant improvements in 12 core quality of life indicators, including a 22 percent increase in sobriety and a 20 percent improvement in employment. This successful and cost-effective program should be continued, and could be a model for statewide expansion. *(Updates and reaffirms previous position.)*

Emergency Responsiveness

Support sufficient state funding for intensive community resources, allowing individuals to transition safely and expediently from psychiatric hospitals to community care.

The 2014 General Assembly made significant strides in responding to mental health emergencies, providing funding in FY 2015 for 11 additional psychiatric hospital beds at the Northern Virginia Mental Health Institute for individuals experiencing mental health crises. However, state funding remains insufficient for the intensive community resources that allow hospitalized individuals to transition to community care. At present, 25-33 percent of Northern Virginia's local state hospital beds are continually occupied by individuals unable to transition to community care due to lack of services. This is in spite of the fact that the cost to serve an individual in the community, even one in need of intensive services to manage serious mental illness, is a fraction (15-25 percent) of the cost of providing such services in a hospital setting. Increased investments in intensive mental health community services could have long-term financial benefits, in addition to the benefits of returning individuals to the community more quickly. *(Updates and reaffirms previous position.)*

Community-Based Services for Children and Youth

Support increased capacity for crisis response and intensive community services for children and youth.

The General Assembly and the Governor are to be commended for supporting funding for more community-based crisis response for youth and their families. To respond effectively to the need,

[2] Data distributed by the Virginia Office of the Chief Medical Examiner at the Virginia Heroin and Prescription Drug Summit.

this service model must be fully funded. Additional capacity in the Child and Family service system is necessary to address the needs of children and their families requiring intensive community services, to help maintain children safely in their own homes and reduce the need for foster care or residential treatment as the first alternative. One of the programs of concern is the Healthy Families program, which is a nationally recognized home visiting program that has produced tangible positive outcomes in the Commonwealth. Significant funding reductions in recent years have resulted in the elimination of programs in some jurisdictions and threaten the viability of remaining Healthy Families sites. The program provides home-based education and support to first-time parents who have social histories that put them at risk starting during pregnancy until the child reaches age three. *(Updates and reaffirms previous position.)*

Services for Transitional Youth

Support enhanced residential and mental/behavioral health services for transitional youth.

In Virginia, significantly more public services are available to children in need of mental and behavioral health treatment than to adults in need of similar services. As a result, once they turn eighteen, youth may no longer receive all of the assistance that was previously provided to address their needs. It is critical that the Commonwealth focus additional resources on transitional age youth (ages 16 to 24) who have received intensive mental/behavioral health services and/or been in out-of-home placements, to ensure they receive the essential services needed for a successful transition to adulthood.

Services from which transitional youth typically age out include: children's mental health services; home-based services supports; case management; supervised, supported, or group home settings; educational support; specialized vocational support, preparation, and counseling; preparation for independent living; and, social skills training. Though some private and public sector transitional support services attempt to bridge this gap, such programs are scarce and primarily geared toward higher-functioning young adults. Although the state has been successful in reducing the number of youth in out-of-home placements, many young people over 18 and their families continue to need transitional supportive housing and case management. The state should develop policies and utilize evidence-based practices that, coupled with appropriate funding, create, enhance, and sustain youth-in-transition services, including residential supports, case management, and mental health services. *(New position.)*

Psychiatric and Substance Use Disorder Services for Older Adults

Support coordinated strategies to meet the growing need for psychiatric and substance use disorder services for older adults, promoting recovery and community inclusion.

The need for psychiatric and substance use disorder services for older adults is growing, but the capacity to meet the growing need is limited. Services must be cost-efficient, accessible, and outcome driven. Strategies are needed to coordinate and combine the best of traditional approaches with emerging best practices to promote recovery and community inclusion, including:

- Recognition of the need to work holistically with the older adult population;
- Revision of policies that perpetuate service silos;
- Easier navigation of the support system for older adults and their families;

- Better education for health professionals and the community about disorders that can affect older adults and how best to help them; and,
- Affordable and accessible housing and transportation resources to help the growing population of older adults with psychiatric and substance use disorder service needs to allow them to continue to live safely in the community. *(Updates and reaffirms previous position.)*

FAIRFAX COUNTY
2015 Human Services Fact Sheet

Poverty for a family of four in Fairfax County in 2014 is defined by the federal government as a family annual income of less than $23,850. The poverty rate in Fairfax County is 5.8% of the population, or 64,851 people.

In Fairfax County in 2013 *(latest data available – reported September 2014):*

- 19,704 (or 7.3%) of all children (under age 18) live in poverty;
- 6,531 (or 5.3%) of all persons over the age of 65 live in poverty;
- 10,435 (or 9.7%) of African Americans live in poverty;
- 18,878 (or 10.48%) of Hispanics live in poverty;
- 22,138 (or 3.8%) of Non-Hispanic Whites live in poverty;
- 15.8% of families headed by single-women with children under 18 live in poverty;
- 4% of married couple families with children under 18 live in poverty;
- 172,053 (or 15.4%) of County residents have incomes under 200% of poverty ($44,100 year for a family of four);
- 66% of people receiving County services for mental illness, substance use disorder or intellectual disabilities in 2010 had incomes below $10,000.

Employment

- The unemployment rate in June 2014 was 4.4% (up from 3.0% in July 2008, but down from a high of 5.6% in January of 2010). This represents approximately 27,500 unemployed residents looking for work.

Housing

- In 2013, the average monthly rent of a one-bedroom apartment was $1,408, an increase of 21% since 2007.
- In 2011, over 1,150 individuals who receive County services for mental illness, intellectual disability, and/or substance use disorders needed housing but could pay no more than $205/month for rent.

Health

- An estimated 129,716 or 11.6% of County residents were without health insurance in 2010.

Ability to Speak English

- 13.5% of County residents over age 5 do not speak English proficiently. 36.4% of County residents over age 5 speak a language other than English at home.

Child Care

- The cost of full-time child care for a preschooler ranges from $8,000 to over $13,000 per year. Full-time care for an infant costs $14,500 to $16,000 per year. By way of comparison, tuition and fees for an average college in Virginia costs $8,800.

Food

- In 2013-2014 school year, Fairfax County Public Schools reported that 50,629 students (or 27.8 percent of enrollment) were eligible for free or reduced lunch.

Domestic Violence

- Each month in Fairfax County, domestic violence hotlines receive almost 260 calls, victims request 65 family abuse protective orders, over 160 domestic violence arrests are made, and 14 families escape to an emergency domestic violence shelter.
- The demand for emergency shelter for victims of domestic violence remains high. Due to the shortage of emergency shelter beds, 283 eligible households were turned away in FY 2013.
- Domestic violence is the leading cause of homicide in our county (domestic violence routinely accounts for about 50% of all homicides each year).
- In the Fairfax County Domestic Violence Fatality Review Team's analysis of 2009 and 2010 domestic violence-related homicides, children witnessed 20% of the homicides.
- Fairfax County Child Protective Services report 17% (400) of all CPS intakes involved domestic violence. Additionally, 35% (24) of children entering foster care reported witnessing domestic violence.

Caseloads Have Increased Significantly in Fairfax County:

- The overall Public Assistance caseload is up 75% from FY 2008 (51,939) to FY 2014 (90,910).
- The County's Medicaid caseload increased from 37,130 in FY 2008 to 56,213 in FY 2014 – a 51% increase.
- The County's SNAP (Food Stamp) average monthly caseload increased from 11,610 in FY 2008 to 26,080 in FY 2014 (a 125% increase).
- In FY 2014, the Community Health Care Network (CHCN) provided 50,174 visits to 14,678 unduplicated patients. During the year, 20,434 patients were enrolled. Of those patients seeking care, the average number of visits, per patient, ranged between 3.2 – 3.6, which is within the 'scope of standard care' for this population.
- With the Federal Health Insurance Marketplace reopening for open enrollment on November 15, 2014, staff is once again developing the capacity to work with eligible CHCN patients and help them enroll in health insurance available on the Marketplace as part of the Affordable Care Act. It is estimated that nearly 1,000 patients currently receiving care through the CHCN will be eligible for health insurance through the Marketplace. Once these patients acquire health insurance, they can be transitioned to other community providers, freeing capacity to serve additional patients in the CHCN.
- Between FY 2010 and FY 2014, the average monthly number of children seeking and/or receiving early intervention services for developmental delays from the County's Infant and Toddler Connection (ITC) program grew by more than 50 percent, from 909 per month to 1,380 per month.

RECOMMENDED STRATEGIES FOR 114TH CONGRESS
DRAFT INTRODUCTION/OVERVIEW
114th CONGRESS

December 1, 2014

The Congressional gridlock this year has resulted in federal budget uncertainty and the passage of a number of short-term fixes to fund federal government programs. Because Congress did not approve any of the 12 appropriations bills for FY 2015, a Continuing Resolution (CR) was adopted to avoid a government shutdown, such as the one that occurred last year. The CR, passed in September, provides funding for government programs and services at the current annually capped rate of $1.012 trillion until December 11, 2014. This rate of funding will remain in place for the length of the CR, or until Congress approves annual appropriations legislation for FY 2015. Lawmakers have returned after the November midterm elections for a "lame duck" session, in which they will need to either pass another CR or a more permanent spending solution. It is uncertain which process lawmakers will utilize during the lame duck to fund the federal government, but passing a CR instead of an omnibus appropriations bill would allow Republicans to make more significant changes to the budget in January 2015, when they take control of Congress.

Congress also was unable to adopt any long-term transportation legislation this year. Though the House Transportation and Infrastructure Committee held a number of hearings on transportation reauthorization issues, it never produced a long-term bill. The Senate Environment and Public Works Committee passed a six-year authorization bill that included a number of policy modifications, but that bill was not considered by the full Senate. Ultimately, neither chamber was able to come to agreement about how to replenish the Highway Trust Fund (HTF) and avoid insolvency, and how to continue payments to states for ongoing transportation projects. As a result, in August, with only a few weeks of solvency left in the HTF to continue funding for federal transportation programs, Congress enacted yet another short-term solution. The Highway and Transportation Funding Act raises approximately $11 billion to fund the HTF until May 2015 through General Fund transfers, but this short-term patch side-steps longer-term solutions.

This lack of action on the FY 2015 federal budget and a long-term transportation funding solution has left state and local governments, as well as the business community, with little ability to plan their budgets with any certainty. Since Congress has not yet acted on a long-term solution for transportation, this issue is expected to be prominent when the new Congress convenes in January, but final action will probably not take place until right before the authorization expires in May, ensuring another battle on this issue before next summer

Sequestration and Appropriations

The Office of Management and Budget (OMB) has sole authority to determine whether new sequestration cuts are required each year. In February 2014, OMB concluded that no sequestration cuts were needed in FY 2014, as the budget deal reached in December 2013 kept agency spending below sequestration cap levels.

While the appropriations future in the lame duck session is uncertain, the House's defense appropriations proposal is $11 million under the sequestration cap (the Senate's bill does not fall under the cap). In all,

discretionary spending for non-defense agencies is $4.6 billion under the cap for FY 2015 in the House appropriations bills, and $3.7 billion under the cap in the Senate bills, but these numbers could change depending on whether Congress passes separate appropriations bills or opts to combine the bills into an omnibus appropriations bill.

In the out-years, however, sequestration left unchanged will continue to pinch, though less abruptly than originally projected. The Congressional Budget Office (CBO) estimates that the cap on discretionary budget authority for defense will grow from $521 billion in FY 2015 to $523 billion in FY 2016 and then to $590 billion in FY 2021. The cap on non-defense funding will be $492 billion in FY 2015 and FY 2016, rising to an estimated $555 billion in FY 2021. According to CBO, spending cuts for defense programs will be proportionately larger than those for non-defense programs, which is an area of particular concern for Fairfax County; any further proposed reductions would need to be monitored carefully.

BRAC

At present, it appears that a new authorized round of base closures (BRAC) is unlikely in 2015 for a number of reasons. First, the 2005 BRAC round was significantly more expensive than originally predicted. In addition, costs associated with cleaning up closed bases were much higher than originally estimated by the Pentagon. Finally, many proposed personnel reductions that were expected to shrink costs were ultimately not carried out. As a result of these factors, indications are that the 2005 BRAC round will not begin to show returns on investment until 2018.

However, it should be noted that the Pentagon can still move forward on closing some facilities without an official BRAC process. Department of Defense (DOD) officials have released a report that documents the cuts to military forces, modernization, and readiness that will be required if defense budgets are held at sequester-levels in the years beyond FY 2015, which would result in continued force-level cuts across the military services. Even if Congress continues to resist BRAC, the DOD will still have to find other ways to trim installation expenditures, particularly beyond 2015, potentially leaving communities like Fairfax County vulnerable to the ripple effect of budget cuts, and leaving little flexibility to prepare for the outcome.

Fairfax County should continue to focus on the County's role in the National Capital Region and its connection to the functioning of the federal government, while continuing to closely monitor federal funding cuts that could affect the County and local economy.

Cybersecurity

The federal consolidation of government programs and offices may actually present some long range economic development opportunities for Fairfax County, by leveraging the County's location in the National Capital Region, well-educated workforce, and strong business climate to attract additional federal facilities, consolidations of personnel, and increased government contracting opportunities. One such example of potential new economic growth is in cybersecurity jobs.

Federal cybersecurity initiatives include increased funding for the training of cybersecurity experts and enhanced federal government cybersecurity focus, as well as the development in early 2014 of a

Cybersecurity Framework by the National Institute of Standards. This Cybersecurity Framework has driven increased focus on cybersecurity initiatives throughout the federal government, and has resulted in a series of workshops with private industry.

The Obama Administration's FY 2015 budget proposed $1.3 billion for Department of Homeland Security (DHS) cybersecurity programs, and both the House and Senate DHS FY 2015 appropriations bills provided increased funding for cybersecurity over FY 2014 levels. In addition, both bills provided funding for a Federal Network Security program to improve the government's information security systems, signaling the heightened priority this area has achieved in both Congress and the White House. This increased focus on cybersecurity training and development of federal information systems initiatives will provide opportunities for Fairfax County to benefit from job growth in the cybersecurity sector.

Government agencies and defense/aerospace firms remain magnets for cybersecurity professionals, and Northern Virginia is an ideal location for these workers. According to a recent report from Burning Glass Technologies (a company that uses artificial intelligence to match jobs and job seekers), the demand for cybersecurity professionals in the past five years has grown more than 3.5 times faster than the demand for other IT jobs and about 12 times faster than the demand for all other jobs. Nearly half (44 percent) of cybersecurity professionals say the Washington, D.C., metropolitan area (Virginia, Maryland, and the District of Columbia combined) is the center of innovation in cybersecurity.

Fairfax County has had great success in recruiting and retaining some major technology firms, with more than 300 cyber-related tech firms with operations in the County, according to the Economic Development Authority. However, since many of these cybersecurity companies depend heavily on government contracts, the importance of long-term federal funding of cyber initiatives is paramount. Moreover, inter-state battles for these types of companies have begun. For example, Maryland, now home to the U.S. Cyber Command at Fort Meade, is offering more than $3 million in tax incentives for cybersecurity start-ups that locate operations in the state. In order to remain competitive in this arena, Fairfax County will need to advocate for continued federal support of this industry, as well as promote the attributes that continue to attract businesses in this field and others – a well-educated workforce, proximity to federal agencies, and a fair and competitive tax structure.

SUMMARY PAGE
RECOMMENDED STRATEGIES FOR 114TH CONGRESS

OVERALL FEDERAL FUNDING AND SEQUESTRATION…….5

- Oppose deficit reduction actions that shift costs, impose unfunded mandates, or pre-empt local programs and taxing authority.
- Support a proactive approach to repositioning the County in anticipation of possible long-term reductions in federal funding.

BRAC/DEFENSE-RELATED LEGISLATION…….5

- Provide needed funding for transportation projects essential for BRAC mitigation; ongoing priority BRAC projects; and, other transportation improvements and unfunded project costs.
- Continue support for programs providing needed funding for transportation projects essential for BRAC mitigation.
- Continue Mark Center parking cap.
- Support other mitigation and transportation demand management efforts.
- Seek legislative language requiring: traffic impact analyses of recommendations in future BRAC proposals; greater coordination between military installations and host communities on Transportation Demand Management (TDM); and greater coordination with host community for relocations to existing facilities.

TRANSPORTATION-RELATED LEGISLATION……...8

- Continue consultation with localities regarding Moving Ahead for Progress in the 21st Century (MAP-21) regulations and pursue a longer-term funding solution for surface transportation programs.
- Continue support for Dulles Rail Phase 2.
- Expand the federal government's funding partnership with Fairfax County for the County's activity centers to ensure continuation of the region's economic vitality.
- Continue to provide dedicated funding for the Washington Metropolitan Area Transit Authority (WMATA) and consider additional appropriations to support Metro 2025.
- Support legislation creating permanent parity between the level of transportation benefits provided for transit and for parking.
- Support the continuation of the Transportation Investment Generating Economic Recovery (TIGER) program. *(New)*

OTHER FEDERAL PRIORITIES/LEGISLATION...…….11

- Support relocation of the FBI headquarters to the Springfield GSA site in Fairfax County.
- Support passage of the Marketplace Fairness Act.
- Support the tax-exempt status of municipal bonds as comprehensive tax reform is considered in 2015. *(New)*
- Maintain the level of funding and structure of the Community Development Block Grant (CDBG) program. *(New)*
- Support federal funding to mitigate the costs of educating federally connected children living in Fairfax County. *(New)*

RECOMMENDED STRATEGIES FOR 114TH CONGRESS

December 1, 2014

OVERALL FEDERAL FUNDING AND SEQUESTRATION

Fairfax County recognizes the challenges posed by a difficult national fiscal climate, and the need to reassess, and perhaps redirect, the allocation of federal resources. However, the County also maintains that federal assistance to state and local governments can help mitigate the effects of state and local budget cuts, and that those federal investments in state and local infrastructure projects help produce private sector jobs and improve our competitiveness. As Congress works to adopt the federal budget, it is essential to avoid significant reductions to high-priority programs affecting the lives of Fairfax County residents. In general, the County opposes federal funding initiatives that shift costs to localities, impose unfunded mandates, or pre-empt local programs and taxing authority.

The County supports a proactive approach to repositioning itself in anticipation of possible long-term reductions in federal funding, leveraging the County's location in the National Capital Region, well-educated workforce and strong business climate to attract additional federal facilities, consolidations of personnel, and increased government contracting opportunities (including expansion of cybersecurity contracting and other agency consolidations).

BRAC/DEFENSE-RELATED LEGISLATION

- ***Provide needed funding for transportation projects essential for BRAC mitigation***: The Fort Belvoir Base Realignment and Closure (BRAC) plan relocated 12,000 personnel to Fairfax County and created the immediate need for infrastructure improvements in the surrounding area. Additionally, the arrival of approximately 6,400 employees to the Mark Center site in Alexandria has affected Fairfax County both in the short-term due to construction impacts on transit and traffic, and in the long-term due to increased traffic through the County to the facility.

  Federal commitments made in response to the BRAC relocations have significantly improved the current situation. The Army has capped the number of personnel at Fort Belvoir North Area (FBNA) at 8,500 until additional transportation infrastructure is provided to serve that location. The I-95 HOV Ramp to Fort Belvoir North Area (FBNA), which is a Defense Access Roads (DAR) funded project, is under construction and is expected to be completed by the end of 2014. Additionally, DOD contributed funding to construct Jeff Todd Way (the US Route 1 to Telegraph Road connector that replaces Woodlawn Road and Beulah Street, which were closed following the events of September 11, 2001), which was recently opened to traffic. Funding through the American Recovery and Reinvestment Act of 2009 was secured for the completion of the Fairfax County Parkway. Finally, DOD awarded $180 million in funding to widen US Route 1 through the Fort Belvoir Main Post, and construction is underway. This project will provide relief for patients of the new Fort Belvoir Community Hospital and for commuters on US Route 1, which include many DOD personnel. With these commitments, solutions to some of the greatest transportation challenges facing the County are moving forward. The efforts of the County's Congressional delegation were particularly helpful in securing these essential funds.

- ***Provide funding for the ongoing priority BRAC projects:*** Essential projects remain to mitigate the impacts of BRAC 2005. The County has made efforts to find various sources of funding to improve mobility near Fort Belvoir, including applying for Northern Virginia regional funds for various projects, such as widening US Route 1 from Mount Vernon Memorial Highway to Napper Road and widening Pohick Road from US Route 1 to I-95. However, we must continue to work with our federal partners to address the needs around the area, and, as such, the County is requesting funding for the following priority projects that will be the focus of the County's ongoing efforts for BRAC mitigation. The list has been updated from previous years in response to ongoing activity:

US-1 Belvoir Widening Funding Surplus (*note*: the US Route 1 project for which DOD provided funding is expected to come in under budget. Additional funds may be available through DOD to defense communities. Fairfax County would require these funds for additional US Route 1 improvements to support Fort Belvoir and the Hospital activities)	$ 47 million
Short & Mid-Term Route 236/Beauregard St. Intersection Improvements	$ 5 million
Short & Mid-Term Route 236/Local St. Intersection Improvements	$ 3 million
Short & Mid-Term Route 236/I-395 Interchange Improvements	$ 3 million
I-95 HOV Ramp to FBNA Phase II *(total cost - $40 million)*	$ 10 million

- ***Provide funding for other transportation improvements and unfunded project costs:*** In addition to the priority projects noted above, transportation improvements and total unfunded project costs to address its impacts, above and beyond what is incorporated in existing plans, include, but are not limited to, the following (the list has been updated from previous years in response to ongoing activity):

Fairfax County Parkway/Neuman Street Interchange	$ 50 million
Improvements to Fairfax County Parkway between I-95 and Kingman Road	$ 55 million
Transit Center and Ridesharing Facility(s)	$ 45 million
Implementation of expanded bus service and circulator service	$ 75 million
Improvements to Beulah, Telegraph, Backlick, Loisdale, Rolling and Newington Roads	$ 50 million
Interchange at US Route 1 and Fairfax County Parkway	$ 55 million
I-395/Route 236 (Duke Street/Little River Turnpike) Interchange	$ 20 million
Local Transit and Bus Rapid Transit Services	$ 10 million
I-95/I-395 (Shirley Highway) Transit Service	$ 10 million

- ***Continue support for programs providing needed funding for transportation projects essential for BRAC mitigation:*** While federal assistance has been essential to the County, there are still significant unfunded transportation needs associated with this BRAC decision. Fairfax County has also provided local funds for transportation projects and services around Fort Belvoir. Fairfax County requests continued assistance to fund programs that may help address these needs, such as the Defense Access Road (DAR) Program. The 2011 National Defense Authorization Act (NDAA) contained a provision on the DAR program which modified the

criteria for the program allowing federal funding of projects "outside the fence" under DAR when mitigation is needed due to BRAC. This allows for improved planning for BRAC effects and more flexibility for off-base improvements, including multi-modal solutions, elimination of the "doubling of traffic" requirement, and provision of an additional funding source. The County appreciates these efforts and requests that funding be included in the DAR program to provide for some of these needed projects.

- ***Seek legislative language requiring traffic impact analyses of recommendations in future BRAC proposals:*** The BRAC Commission is authorized by Congress periodically to review and determine which DOD bases and military installations should be closed and/or realigned. The County requests that, if Congress authorizes another BRAC round, the Commission or other appropriate body should be required to analyze the transportation impacts of a recommendation, both on the facility and to the surrounding community, before final recommendations are made.

- ***Continue Mark Center parking cap:*** Northern Virginia's Congressional Delegation included a parking cap of 2,000 spaces at the Mark Center (BRAC 133) in FY 2013 funding legislation and FY 2013 Department of Defense Appropriations bill language. The FY 2013 Military Construction/Veterans Affairs Appropriations bill extended this parking cap. The County supports the parking cap language included in previous appropriations bills and requests that it be included in future legislation.

- ***Support other mitigation and transportation demand management efforts:*** Notwithstanding funding, the DOD has the authority to mitigate the effects and extent of BRAC occupancy through agency initiatives. Fairfax County supports these efforts, such as mandating that employees stationed at the facility telecommute or arrive at work before or after peak rush hour, assigning parking to carpool users, and other options.

- ***Seek legislative language requiring greater coordination between military installations and host communities for Transportation Demand Management (TDM):*** With the BRAC 2005 relocations, many DOD personnel were transferred from sites with robust transit services to sites without those services. Several individual agencies offered shuttle service to their employees but, in some cases, the shuttles were not coordinated with other tenant agencies on the installation or with services provided by Fairfax County in cooperation with Garrison Command. To eliminate duplication of services, the County supports legislation that would assign planning of transit services to Garrison Command and would require individual tenant agencies to coordinate requests for transit support and services through the installation. The County further supports DOD funding of a full-time, permanent Transportation Management Coordinator as part of the Garrison staff.

- ***Seek legislative language requiring coordination with host community for relocations to leased space:*** In addition to Fort Belvoir, other BRAC deployments have occurred in the County, including the co-location of four commands collectively known as the Defense Health Headquarters (DHHQ) to an existing building adjacent to an area of the County historically designated for relatively low-intensity activities. Since this BRAC action did not require new construction or environmental analysis, there was limited coordination with Fairfax County prior to the move. The County supports legislation or regulations that would require coordination with

host communities for all relocations (including to leased spaces) so that proactive planning can occur, both for moves of large groups, or for the aggregation of personnel through multiple minor moves.

TRANSPORTATION-RELATED LEGISLATION

Surface Transportation Reauthorization

- ***Continue consultation with localities regarding Moving Ahead for Progress in the 21st Century (MAP-21) regulations and the next Surface Transportation Reauthorization:*** The U.S. Department of Transportation (USDOT) is currently implementing MAP-21. The USDOT, in consultation with states, Metropolitan Planning Organizations (MPOs), and other stakeholders, is developing rules to establish performance measures and standards for numerous programs. It is essential that this continues to be done in coordination with local governments and regional entities.

- Congress is expected to begin considering the next transportation reauthorization bill. Last year's strategy included supporting transportation funding programs, which may benefit Fairfax County. Fairfax County will continue to work closely with our delegation in 2015 as they work on their MAP-21 reauthorization bill, looking for opportunities such as innovative funding approaches.

- The County supports language, included through the efforts of the County's Congressional delegation, which gives priority to highway transportation funding for evacuation routes surrounding military facilities. Such language benefits the area around Fort Belvoir, as well as other smaller facilities in the County. Staff will continue working with the delegation and the Federal Highway Administration to ensure that Fort Belvoir and the surrounding area are able to take advantage of this benefit.

Rail to Dulles Phase 2

- ***Continued support of Phase 2 of the Rail to Dulles Metrorail:*** July 26, 2014, was the opening of the Phase 1 of the Silver Line, the largest expansion of Metrorail service in 20 years, connecting the nation's capital to Tysons and Reston in Fairfax County. The project includes five new stations, a 2,300-car commuter parking garage, the purchase of 64 rail cars, and expanded capacity at the West Falls Church rail yard. USDOT provided $900 million in Federal Transit Administration (FTA) Capital Investment Grant (New Starts) Funding and $75 million in other DOT funds toward the $3.14 billion total project cost of the first phase of the Silver Line extension. The remaining cost has been covered by state and local funding sources.

- On May 1, 2014, Transportation Secretary Anthony Foxx announced the closing of a $1.28 billion Transportation Infrastructure Financial Innovation Act (TIFIA) loan to the Metropolitan Washington Airports Authority (MWAA) for construction of Phase 2 of the Metrorail Silver Line extension. This project will extend from the Wiehle Reston East Station, where Phase 1 work ended, and includes construction of 11.4 miles of track from Wiehle Avenue to Route 772 in eastern Loudoun County and six new stations: Reston Town Center, Herndon, Innovation Center, Washington Dulles International Airport, Route 606, and Route 772. Fairfax County

thanks the federal government for its support of the project through the TIFIA Loan program and supports additional federal and state funding for Phase 2.

- In addition to the new Metrorail extension, other projects are needed within the area to support the new system. Priority projects include those incorporated within the multimodal access management plans recommended by the Tysons Metrorail Station Access Management Study (TMSAMS) and the Reston Metrorail Access Group (RMAG), along with funds for reexamining sound walls requirements at various locations along the corridor.

Transit-Oriented Development

- ***Expand the federal government's funding partnership with Fairfax County for transit-oriented development to ensure continuation of the region's economic vitality:*** Fairfax County is considering options for funding the infrastructure to support transit-oriented development throughout the County, in particular the Transit-Oriented Development (TOD) planning opportunities authorized in MAP-21. Priority projects within one such area (Tysons) include the extension of the Route 7 widening from Route 123 to I-495; Route 7 improvements from the Dulles Toll Road to Reston Avenue; design work for other Tysons-wide transportation improvements; and neighborhood improvements outside of Tysons. Additional infrastructure funding is also needed to support TOD in Springfield, Seven Corners, Reston, Richmond Highway, and other areas of the County.

WMATA Funding

- ***Continue to provide dedicated funding for the Washington Metropolitan Area Transit Authority (WMATA):*** WMATA is the only major transit provider in the country without a permanent, dedicated revenue source for a significant part of its revenue base. Congress passed legislation that authorizes $1.5 billion for WMATA over ten years, if the region adopts a dedicated funding source(s) and provides an additional $1.5 billion to match the federal funds. All three signatory jurisdictions have passed the compact amendments required to receive the federal funding, and the non-federal matches are in place. This authorization must continue to be accompanied by annual federal appropriations.

- ***Metro 2025:*** The region is projected to continue to grow over the coming decades, placing more pressure on a Metro system already nearing capacity. To address this need, Metro developed a strategic plan that will guide decisions over the next 10 years and ensure that the system continues to support the region's competitiveness in the future. Metro proposes a number of initiatives called Metro 2025, including: enhancement of rush-hour capacity by upgrading to the use of all eight-car trains, resulting in the ability to move an additional 35,000 customers per hour; expansion of high-volume rail stations to ease congestion; and, completion of the bus Priority Corridor Network that includes a variety of improvements allowing buses to bypass traffic congestion. Additional resources are critical to ensuring the success of this effort, as WMATA prepares to purchase the train cars necessary for increased capacity needs. Further, improvements to the system's core capacity are needed before any future extensions can be considered. Continued federal support of Metro 2025 will help keep Metro and the Washington Metropolitan region moving forward. *(New)*

Parity for Transit Benefits

- ***Support legislation creating permanent parity between the level of transportation benefits provided for transit and for parking:*** Permanent parity between the level of tax-free transit benefits and parking benefits employers can provide to employees is important in making transit service more attractive to commuters who currently drive alone. Due to the large percentage of government employees currently residing in or commuting to Fairfax County, reductions in transit benefits to 2009 levels creates a significantly negative impact on County residents, as well as local and regional transit systems. Further, since the majority of County transit riders have vehicles available, a reduction in these benefits may result in more commuters driving, thereby worsening the already substantial congestion on Northern Virginia's roads.

TIGER

- ***Support the continuation of the TIGER program, with additional funding:*** On September 12, 2014, USDOT Secretary Anthony Foxx announced that the USDOT would provide $600 million for 72 transportation projects in 46 states and the District of Columbia from its TIGER (Transportation Investment Generating Economic Recovery) 2014 program. USDOT received 797 eligible applications totaling approximately $9 billion for needed transportation projects. The fate of the TIGER program has been constantly in question since its creation. Despite opposition from many lawmakers in both the House and Senate, the program has continued to receive funds through annual appropriations. With Congress' short-term measure to continue FY 2015 appropriations, the funding for the TIGER program is still unknown. Fairfax County supports the continuation of the TIGER program, with the additional funding that is crucial to address the needs throughout the Country. *(New)*

Please Note: Additional transportation projects are included in the attachment to this document.

OTHER FEDERAL PRIORITIES/LEGISLATION

Relocation of Federal Bureau of Investigation (FBI) Headquarters to Springfield GSA Site
Continue to support relocation of the FBI headquarters to the Springfield GSA site in Fairfax County.

In July 2014, three locations were chosen by the GSA to be considered for the new FBI headquarters, including the Springfield GSA site (the other two sites are in Maryland). The GSA, in cooperation with the FBI, will prepare an Environmental Impact Statement (EIS) to analyze the potential impacts resulting from the acquisition of a consolidated FBI Headquarters (HQ) at a new permanent location and the exchange of the J. Edgar Hoover (JEH) Building parcel. A developer's request for proposal is then expected by summer of 2015 and an award proposal is expected to be made by spring of 2016.

The County must continue to actively engage the GSA to consider the Springfield GSA site, and work closely with the County's Congressional delegation. The Governor, the state legislature, and the federal Congressional delegation have expressed their full support of this site. County staff will also work with key community leaders to develop expressions of support for submission to the GSA, as well as continuing to work with federal agencies in support of the site selection.

The Marketplace Fairness Act

The Marketplace Fairness Act allows states to collect sales and use taxes on sales made over the internet by those retailers without a physical presence in the state. Under current Virginia law, these tax payments are supposed to be calculated and remitted to the state Department of Taxation by consumers, but compliance with this requirement is very limited. In addition to correcting an imbalance between brick-and-mortar sales and online sales, Marketplace Fairness would also play a key role in transportation funding at the state level. In 2013, the General Assembly passed HB 2313, a major infusion of funding into Virginia's transportation system; that law allocates the additional sales tax revenue that would be available with passage of Marketplace Fairness to transportation (including mass transit), public education, and localities. Conversely, if Marketplace Fairness is not adopted by January 1, 2015, HB 2313 provides that the state gas tax will increase from 3.5 percent to 5.1 percent.

In July, a bipartisan group of Senators introduced S. 2609, the Marketplace and Internet Tax Fairness Act (MITFA), which addresses this issue at the federal level. That legislation would combine the Marketplace Fairness Act (S. 743), which passed the Senate last year by a strong bipartisan majority, with a ten-year extension of the Internet Tax Freedom Act (ITFA). The Marketplace and Internet Tax Fairness Act would give state and local governments the ability to require out-of-state merchants to collect sales taxes, with consideration given to mitigating compliance burdens on smaller online businesses. However, in the House, Judiciary Committee Chairman Bob Goodlatte (R-VA) has indicated strong opposition to the Senate legislation, and no similar legislation has passed the House. Chairman Goodlatte's recent public comments indicate he does not expect House action on this issue.

Tax - Exempt Status of Municipal Bonds

Proposals to change the tax-exempt status of municipal bonds have continued to surface in the ongoing debate about comprehensive tax reform by the House Ways and Means Committee and the Senate Finance Committee, in addition to discussions to offset the federal deficit. In February 2014, the Chairman of the House Ways and Means Committee, Dave Camp (R-MI), introduced a draft Tax Reform plan, the *Tax Reform Act of 2014*, which included a provision to impose a 10 percent surtax on the interest income from otherwise tax-exempt municipal bonds. While Chairman Camp is retiring at the end of this year, this issue remains a concern for municipal governments because of the impact it would have on the financing of capital projects. Fairfax County should continue to advocate for the Congressional delegation to support the tax-exempt status of municipal bonds as comprehensive tax reform is considered by Congress in 2015. *(New)*

Community Development Block Grant Program (CDBG)

The Department of Housing and Urban Development (HUD) has recently been looking for ways to improve CDBG by holding listening sessions titled "Moving CDBG Forward." HUD plans to release recommendations based on these recently-concluded sessions. The President's FY 2015 budget reiterates many of the reforms recommended by HUD in recent years, including a proposal to reduce the number of small entitlement grantees. In his budget, the President proposed a funding level of roughly $2.8 billion for CDBG, which represents about a $200 million cut from the FY 2014 level. Fairfax County will continue to advocate against cuts and consolidations of this important program. *(New)*

Federal Funding for Costs of Educating Federally Connected Students

Fairfax County is a critical partner to the federal government in many ways, as home to hundreds of thousands of federal employees, contractors, and facilities. A key element of this partnership is the County's strong public school system, which serves many federally connected families, and provides the well-educated workforce and strong business climate that is so vital to the functioning of the federal government. Of course, serving 19,784 federally connected children places a significant cost on Fairfax County Public Schools (FCPS) (data from 2012-2013 school year). The federal government attempts to compensate localities for these costs through the Impact Aid program, which is designed to assist local school districts that have lost property tax revenue due to the presence of tax-exempt federal property, or that have experienced increased expenditures due to the enrollment of federally connected children. However, this program has been underfunded in recent years, and does not adequately compensate localities for the actual cost of providing a quality K-12 education. In FY 2015, FCPS expects to receive approximately $3.2 million in Impact Aid, which covers only 10.6 percent of the costs incurred by FCPS to educate such children (if this program were fully funded, FCPS would receive an additional $19 million in FY 2015). Fairfax County supports full and appropriate funding for this essential program.

Additionally, significant numbers of federally connected, school-aged children have been placed in Fairfax County through the federal Office of Refugee Resettlement (ORR) – 1,177 unaccompanied minors between January 1 and September 30, 2014. Though the County celebrates its diversity, and recognizes that a diverse student population benefits all children in the school system, these placements (and the corresponding financial impacts on FCPS) are often unanticipated, and frequently occur after

the adoption of local budgets. FCPS incurs a cost of more than $13,000 per pupil for each student in the school system, with a significant increase for children with higher needs, including special education students (a category encompassing students with intellectual or physical disabilities as well as those with mental/behavioral health issues; costs are approximately 100 percent more than general education), those learning English as a second language (costs are approximately 30 percent more than general education), and those living in economically disadvantaged households (costs are approximately 10 percent more than general education). Fairfax County supports federal reimbursement for these federally connected children. *(New)*

FAIRFAX COUNTY
OTHER 2015 KEY TRANSPORTATION PROJECTS

Fairfax County understands that funding opportunities are not in the traditional project-specific format used in the past. However, should any federal transportation funds or other opportunities become available, the County supports the following key transportation priorities:

I-66/Route 28 Interchange:
Currently, the interchange does not fully accommodate all directional movements. In some instances, left-turn signals are required to travel on and off the interstate, which creates extensive congestion. Removing the signalized movements and providing more direct access would greatly improve vehicle flow and significantly reduce traffic congestion on I-66, Route 28, and Route 29, three of the region's major highways. This crucial project affects commuters and travelers, not only in Fairfax County, but in Prince William and Loudoun Counties as well. Extensive congestion on both Route 28 and I-66 also creates a disincentive for development in western Fairfax County. VDOT is currently designing alternatives for improvements.

Rolling Road between Fairfax County Parkway and Old Keene Mill Road:
This project will widen this section of Rolling Road from two to four lanes. This portion, the only portion of Rolling Road north of the Fort Belvoir North Area (FBNA) that is not four lanes, experiences constant congestion, making it extremely difficult for those living on the road to access their residences. Additionally, Rolling Road is a main route to access the FBNA from the north. As portions of Rolling Road are currently without sidewalks, the improvements will help provide the missing links for pedestrian access. It also includes wide curb lanes for bike access, which is needed, because Rolling Road connects to the Gerry Connolly Cross County Trail, the primary multiuse north/south trail in the County.

Richmond Highway Public Transportation Initiative:
The Richmond Highway (US Route 1) Corridor is one of the most heavily transit dependent areas of Fairfax County. It is also one of the most congested and economically disadvantaged. Currently, pedestrians and transit passengers have significant difficulty crossing the six lanes and numerous turn lanes on Richmond Highway. The US Route 1 Corridor Bus Study found that transit service would be better utilized if transit facilities are upgraded. This project includes design, land acquisition, and construction of a transit center and pedestrian improvements to provide access to transit facilities, and will help increase transit ridership, reduce traffic congestion, and promote economic revitalization in the area. Additionally, the County is currently working with the Commonwealth on a Multimodal Alternatives Analysis focused on a 15-mile portion of US Route 1 that extends from the I-95/I-495 Beltway, through Fairfax County, to Route 123 at Woodbridge in Prince William County. The purpose of the study is to clearly define the key transportation issues and consider a range of multimodal transportation solutions to address the needs. This study is expected to be completed in December 2014.

Route 7 Widening Reston Avenue to Dulles Toll Road:
This project will widen Route 7 from four to six lanes, significantly improving extensive congestion along this and nearby roadways. Route 7 is a major thoroughfare into Tysons, one of the largest employment centers in the nation, and is continually subject to overcrowding. Though Fairfax County is working to transform Tysons into a more pedestrian and transit accessible area, vehicle access is still

critical and widening Route 7 is essential to ensuring employees can reach their place of work. This project includes multi-use trails on both sides of the roadway, which currently has no place for pedestrians to walk. This will allow for greater access for pedestrians and those on bicycles. The project also includes intersection improvements, further improving the safety of the roadway.

Soapstone Connector:
Fairfax County completed a Feasibility Study for the Soapstone Drive Connector/Overpass over the Dulles Toll Road, which would provide connectivity and accessibility to the new Wiehle-Reston East Metrorail Station by connecting major east-west roads (Sunset Hills Road and Sunrise Valley Drive) located north and south of the Toll Road. Fairfax County has selected a consultant to design the project and additional funding is critical to design and construct the project once the study is complete.

Attachment 4

Federal Funding & Legislative Principles
114th Congress

Draft as of December 1, 2014

PRIORITY PRINCIPLES *(see also "Recommended Strategies for 114th Congress")*

Overall Federal Funding and Sequestration

Principles for Sequestration legislation:

- Support a balanced approach to federal deficit reduction solutions, acknowledging that federal assistance to state and local governments can help mitigate further layoffs and that federal investments in state and local infrastructure projects help produce private sector jobs and improve our competitiveness. *(113th Congress position)*
- Oppose deficit reduction actions that shift costs to localities, impose unfunded mandates, or pre-empt local programs and taxing authority. *(113th Congress position)*
- Support a proactive approach to repositioning the County in anticipation of possible long-term reductions in federal funding, leveraging the County's location in the National Capital Region, well-educated workforce, and strong business climate to attract additional federal facilities, consolidations of personnel, and increased government contracting opportunities (including expansion of cybersecurity contracting and other agency consolidations). *(113th Congress position)*
- Support timely federal budget decisions, in order to eliminate uncertainty that is detrimental to the Northern Virginia economy, which is closely tied to the federal government. *(113th Congress position)*
- Support maintaining the tax-exempt status of municipal bonds as a critical tool generating investments in vital public infrastructure for localities, saving state and local governments nationwide hundreds of billions in interest costs over the last century. *(113th Congress position.)*

BRAC

Principles for BRAC-related legislation:

- Support the inclusion of sufficient funds to address the planning, infrastructure, and transportation issues raised by the relocation of over 21,000 defense workers to Fort Belvoir, resulting from the 2005 Base Realignment and Closure Commission (BRAC). *(113th Congress position)*
- Ensure sufficient funding for the transportation improvements required to implement this federal plan, and appropriate consultation between the Army and Department of Defense and local governments on planning and land use decisions, which are critical priorities. (*113th Congress position)*
- Ensure sufficient funding for other BRAC impacts, including significant increases in students to Fairfax County Public Schools. (*113th Congress position)*
- Support required coordination with host communities for all relocations (including to leased spaces) for moves of large groups, or for the aggregation of personnel through multiple minor moves, so that proactive planning can occur and the County can be well-positioned to receive additional federal personnel in the future. *(113th Congress position)*
- Require that the BRAC Commission or other appropriate body analyze the transportation impacts of any future BRAC recommendations, both on the facility and the surrounding community, before final recommendations are made. *(113th Congress position)*

Transportation

Principle for Transportation funding:

- The level of federal investment in the nation's transportation infrastructure, including both maintenance of the existing system and expansion, must increase significantly. Investments in transportation are necessary for a strong economy, and in the current climate, could help spur growth. Northern Virginia's need for transportation solutions for all modes will continue to grow in size and scope. Fairfax County has taken actions to substantially increase local funding for transportation infrastructure and service. Recently, the Commonwealth has as well, but the federal government must also do its part, as future generations will pay the price for the current inaction. (*113th Congress position)*

Principles for Transportation legislation:

- Urge Congress to appropriate the annual portion of the $1.5 billion in federal funds authorized for the Washington Metropolitan Area Transit Authority (WMATA)'s critical capital needs ($150 million per year for 10 years). Each of

the WMATA signatory jurisdictions has approved the Compact amendments required for WMATA to qualify for these federal funds and the non-federal matches have been identified. (*113th Congress position)*

- The Washington metropolitan region is projected to continue to grow over the coming decades, placing more pressure on a Metro system already nearing capacity. To address this need, Metro has proposed a number of initiatives called Metro 2025, including: enhancement of rush-hour capacity by upgrading to the use of all eight-car trains; expansion of high-volume rail stations to ease congestion; and, completion of the bus Priority Corridor Network. Additional resources are critical to ensuring the success of this effort, as WMATA prepares to purchase the train cars necessary for increased capacity needs. Further, improvements to the system's core capacity are needed before any future extensions can be considered. Federal investment in Metro 2025 is essential to keeping Metro and the Washington Metropolitan region moving forward. *(New position)*
- Support legislation creating permanent parity between the level of transportation benefits provided for transit and for parking. *(113th Congress position)*

Principles for the next Surface Transportation Program Authorization:

- Support coordination with local governments and regional entities as USDOT develops rules to establish performance measures and standards for numerous programs. (*113th Congress position)*
- Support language included in current authorization giving priority to highway transportation funding for evacuation routes surrounding military facilities. *(113th Congress position)*
- Greater decision-making authority for determining how transportation funding is spent should be given to metropolitan areas and local governments. *(113th Congress position)*
- Safety must continue to be an important focus of transportation projects. *(113th Congress position)*

Social Safety Net

Principle for Social Safety Net funding:

It is the responsibility of government at all levels – federal, state, and local – to help Americans who are unable to fully meet their own needs. As a result of current economic hardships, those needs are greater now than ever. Healthy and productive individuals, families, and communities are the foundation of the United States' present and future security and prosperity, and ensuring this foundation requires a strong partnership among all levels of government to maintain the critical safety net.

In assessing potential federal cuts to the social safety net, the County will consider the significance of the impact, both fiscally to the County and the potential magnitude of the impact on individuals living at subsistence levels, in accordance with the following objectives:

- Support programs that help residents of Fairfax County meet their basic needs, from nutrition programs to homelessness prevention and affordable housing;
- Support programs that get Americans back to work and support economic development, including job training and child care;
- Support programs and funding streams that provide local flexibility to meet the needs of a changing and challenging economic climate, while avoiding penalties to localities that exhibit prudent fiscal management;
- Support programs that promote school readiness for at-risk children;
- Support programs that protect the health and well-being of vulnerable residents;
- Oppose changes that shift additional responsibilities to localities, weakening the federal/state/local partnership, particularly in a state where financial support for the social safety net tends to be minimal;
- Support adequate federal funding to meet federal mandates, as costly federal mandates must be accompanied by appropriate funding, or at a minimum, adequate flexibility to ensure the success of priority programs.

Principles for Human Services/Education legislation:

- Fully fund costs of mandates and support flexibility and additional resources to carry them out, such as the No Child Left Behind Act (NCLB) and Individuals with Disabilities Education Improvement Act (IDEA). *(113th Congress position)*

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- Support elimination of the current "prior use" rule for tax credits on school renovation and reconstruction, which disallows these credits when the building is rehabilitated and used in the same manner as before the rehabilitation. This could provide a tool for rehabilitating aging County schools. *(113th Congress position)*
- Support incentives for affordable housing creation and preservation. *(113th Congress position)*
- Support federal funding initiatives that will advance research, surveillance, reporting, and diagnostics for Lyme disease. (*113th Congress position)*
- Support funding which improves access to affordable, quality child care for families with low income, including increases to the Child Care and Development Block Grant and Head Start. *(113th Congress position)*
- Support efforts to improve access to affordable immunosuppressant drug coverage for kidney transplant patients. Patients with end stage renal disease are already provided special Medicare coverage, but while Medicare already covers immunosuppressant drugs for transplant patients under age 65, coverage is only for a three-year period. (*113th Congress position)*
- Support federal funding to the states for adult protective services as well as funding for state long-term care ombudsman programs. *(113th Congress position)*
- Support timely investigation by the Centers for Medicare and Medicaid Services into Medicaid-funded transportation service provider Logisticare, in order to resolve ongoing complaints stemming from consistent poor performance and ensure adequate service is restored. *(113th Congress position)*
- Support close monitoring of implementation of the Affordable Care Act (ACA), ensuring provision of critical health coverage, an efficient allocation of resources and a smooth transition to a new health care landscape, while providing clear direction and appropriate incentives for consumers and employers, and avoiding both service reductions and restrictions on access to care. *(113th Congress position)*
- Support full funding for Impact Aid, which provides funding to school divisions that educate federally connected students. Though Fairfax County educates significant numbers of children whose parents are employed in military, civilian or related positions, the funding received through this program is a small fraction of the actual cost of providing quality K-12 education. *(New position)*
- Support federal reimbursement for costs associated with educating unaccompanied minors placed in Fairfax County by the Office of Refugee Resettlement (ORR). *(New position)*
- Support lifting the cap on the number of Public Housing units that may participate in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration program. Converting the Fairfax County Redevelopment and Housing Authority's (FCRHA) Public Housing properties to Section 8 funding under this program would provide for a more stable funding platform and potentially finance capital improvements for these properties. The 60,000 unit cap on the number of units that may participate under current law limits access to this program. *(New position)*

Federal Bureau of Investigation (FBI) Relocation

Principles for Federal Bureau of Investigation (FBI) Relocation legislation:

- Support relocation of the FBI headquarters to a site in Fairfax County with close proximity to transit and numerous transportation options, in order to mitigate transportation impacts while encouraging redevelopment and job growth in the County. *(113th Congress position)*
- Support relocation of the FBI to existing federal land within Fairfax County, and oppose actions that remove property from the County's tax rolls. *(113th Congress position)*

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CONTINUING PRINCIPLES

Public Safety – Gangs

Principles for Gang legislation:

- Support greater federal efforts to assist localities with gang prevention or intervention programs. *(113th Congress position)*
- Support stronger prevention measures. *(113th Congress position)*

Attachment 4

Federal Funding & Legislative Principles
114th Congress

Draft as of December 1, 2014

Public Safety – Weapons

Principles for Weapons legislation:

- Support efforts to reauthorize the federal assault weapons ban included in the Violent Crime Control and Law Enforcement Act of 1994. *(113th Congress position)*

Energy/Climate Change

Principles for Energy/Climate Change legislation:

- Support legislation providing funding for state and local governments to address issues related to global climate change, including energy conservation, use of renewable energy sources (including waste to energy), green buildings and vehicles, reduced emissions, and greenhouse gases. *(113th Congress position)*
- Support funding and incentives to increase research and development for emerging energy efficient and renewable technologies. *(113th Congress position)*

Environment

Principles for Environmental legislation:

- Support incentives and innovations that encourage environmental preservation and resource conservation. *(113th Congress position)*
- Support incentives for open space preservation. *(113th Congress position)*
- Support adequate funding to local governments and achievable timelines for any new federal environmental regulations or mandates, particularly requirements related to the Chesapeake Bay watershed. (*113th Congress position revised)*

Homeland Security/Emergency Operations

Principles for Homeland Security/Emergency Operations legislation:

- Support greater funding for "high risk" areas such as Northern Virginia and Fairfax County. *(113th Congress position)*
- Support timely delivery of funds and ways to achieve greater flexibility for use of funds, while maintaining strong accountability standards. *(113th Congress position)*

Immigration

Principles for Immigration legislation:

- Support stricter federal action to improve the enforcement of federal immigration laws and policies by federal agencies. *(113th Congress position)*
- Oppose actions that would compromise the County's ability to deliver local government programs and services that benefit or protect the community as a whole. *(113th Congress position)*
- Oppose legislation that would mandate local governments to enforce federal immigration laws, especially in the area of law enforcement. *(113th Congress position)*

Elections

Principles for Elections legislation:

- Support security and reliability of elections equipment and results. *(113th Congress position)*
- Oppose costly, unfunded mandates for elections equipment and unrealistic timelines for implementation of new federal mandates. *(113th Congress position)*
- Support sufficient federal funding to assist localities in implementing any new federal mandates for elections equipment, including accessibility requirements. *(113th Congress position)*
- Monitor potential impacts of the Supreme Court decision striking down Section IV of the Voting Rights Act, which eliminated the requirement that changes to Virginia's election laws be "pre-cleared." *(113th Congress position)*

Attachment 4

Federal Funding & Legislative Principles
114th Congress

Draft as of December 1, 2014

Local Taxation

Principles for Local Taxation legislation:

- Preserve existing local taxing authority. Encroachment upon local authority skews local accountability and hampers efforts to provide for constituent needs in the most cost effective and efficient manner. *(113th Congress position)*
- Support legislation allowing local governments to participate in the Federal Offset Program, which would improve the ability of local governments to collect delinquent local taxes by offsetting the owed taxes with reductions in the federal income tax refunds of the delinquent individual. *(113th Congress position)*
- Support legislation to allow states to collect sales and use taxes on sales made over the internet by those retailers without a physical presence in that state (often referred to as the Marketplace Fairness Act), with consideration given to mitigating compliance burdens on smaller online businesses. These tax payments are already required under current Virginia law, but compliance with this requirement is very limited. Passage of such legislation would play a key role in transportation funding in Virginia, as it was included as part of the transportation funding package enacted in 2013. *(New position)*

Telecommunications/Communications

Principles for Telecommunications legislation:

- Oppose any preemption or circumvention of local governments' historical control over land use decisions and oppose any attempt to eliminate local governments' right to charge, on a non-discriminatory basis, fair and reasonable compensation for use of public property. *(113th Congress position)*
- Oppose any reduction or diminution of local government authority to: address consumer needs; regulate consumer services; and negotiate and enforce cable franchises that include provisions such as redlining prohibitions, franchise fees, public, educational, and governmental channels and financial support, customer service provisions, and technical construction standards. *(113th Congress position)*
- Support the allocation of additional 700MHz radio frequency spectrum for public safety. Also support sufficient federal funding to ensure deployment of wireless public safety broadband data communications networks. *(113th Congress position)*

Land Use

Principles for Land Use legislation:

- Oppose any diminution of local land use authority, either by further limiting the scope of local regulatory authority or by creating new and more elaborate land use regulatory structures. (*113th Congress position)*
- The County supports the concept that disputes over land use authority are local in character and should be solved at the local level. Further, the County requests that the development community and regional entities discuss any concerns or problems with the County before seeking legislative solutions. *(113th Congress position)*

Federal Contracting

Principles for Federal Contracting legislation:

- Support efforts to streamline and increase efficiency and productivity in federal government operations, by maximizing the strengths of both federal contractors and federal government employees. Such efforts to strike this balance should be accomplished in a thoughtful, open process that is not arbitrary in nature. (*113th Congress position)*
- Support the critical partnership that exists between the public and private sectors in the conduct of federal government operations. This is particularly important in Fairfax County, where federal employees and federal contractors each contribute significantly to the local and state economy. *(113th Congress position)*

Board Agenda Item
December 2, 2014

10:30 a.m.

Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard December 2, 2014
(An updated list will be distributed at the Board meeting.)

STAFF:
Catherine A. Chianese, Assistant County Executive and Clerk to the Board of Supervisors

December 2, 2014

FINAL COPY

APPOINTMENTS TO BE HEARD DECEMBER 2, 2014

(ENCOMPASSING VACANCIES PROJECTED THROUGH DECEMBER 31, 2014)

(Unless otherwise noted, members are eligible for reappointment)

ADVISORY SOCIAL SERVICES BOARD
(4 years – limited to 2 full consecutive terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kelsey M. Phipps; appointed 2/11-9/12 by McKay) Term exp. 9/16 *Resigned*	Lee District Representative	**Margaret E. (Maggie) Osborne**	McKay	Lee

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 *Resigned*	Builder (Single Family) Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Barbara Kreykenbohm; appointed 1/09 by Gross) Term exp. 1/11 *Resigned*	Mason District Representative		Gross	Mason

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Frieda A. Tatem (Appointed 10/93-10/96 by Davis; 9/99-10/02 by Hanley; 10/05-10/08 by Connolly; 11/11 by Bulova) Term exp. 10/14	At-Large #1 Representative	**Frieda A. Tatem** (Bulova)	By Any Supervisor	At-Large

ATHLETIC COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
James Pendergast (Appointed 7/12 by Cook) Term exp. 6/13	Braddock District Alternate Representative		Cook	Braddock

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Glenda DeVinney (Appointed 5/12-6/13 by McKay) Term exp. 6/14	Lee District Representative		McKay	Lee

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)

(No official, technical assistant, inspector or other employee of the DPWES, DPZ, or FR shall serve as a member of the board.)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Wayne Bryan; appointed 1/10-2/13 by Bulova) Term exp. 2/17 *Resigned*	Alternate #2 Representative		By Any Supervisor	At-Large

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE) (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Thomas Parr (Appointed 12/04-12/04 by Connolly; 12/12 by Bulova) Term exp. 12/14	At-Large #1 Representative		By Any Supervisor	At-Large
Patricia Flavin(Rehill) (Appointed 12/10-3/13 by Hyland) Term exp. 12/14 *Resignation eff. 12/14*	Professional #6 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE EXCEPTION REVIEW COMMITTEE (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kanthan Siva; appointed 1/13 by Frey) Term exp. 9/15 *Resigned*	Sully District Representative		Frey	Sully

CHILD CARE ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Pamela Nilsen; appointed 6/13-9/13 by McKay) Term exp. 9/15 *Resigned*	Lee District Representative		McKay	Lee
VACANT (Formerly held by Eric Rardin; appointed 4/13 by Hyland) Term exp. 9/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by Joan C. Holtz; appointed 5/09 by Smyth) Term exp. 9/11 *Resigned*	Providence District Representative		Smyth	Providence

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Adeel Mufti; appointed 7/06-5/12 by Hudgins) Term exp. 5/14 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill

COMMISSION FOR WOMEN (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Nancy Krakover; appointed 11/09-10/12 by Cook) Term exp. 10/15 *Resigned*	Braddock District Representative		Cook	Braddock

COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Howard Leroy Kelley; Appointed 8/01-1/13 by Hudgins) Term exp. 1/17 *Resigned*	At-Large Representative		By Any Supervisor	At-Large

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COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION (4 years)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 *Resigned*	Lee District Representative		McKay	Lee
VACANT (Formerly held by Carmen A. Cintron; appointed 2/13 by Hyland) Term exp. 1/15 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon

COMMUNITY ACTION ADVISORY BOARD (CAAB)
(3 years)

CONFIRMATION NEEDED:

- Ms. Glendy Bowman as the Head Start Fairfax County representative

ECONOMIC ADVISORY COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Frank McDermott (Appointed 6/09-12/11 by Bulova) Term exp. 12/14	At-Large #4 Chairman's Land Use Representative	**Frank McDermott**	Bulova	At-Large Chairman's
Denton Kent (Appointed 2/09-12/11 by Bulova) Term exp. 12/14	At-Large Chairman's #2 Representative	**Denton Kent**	Bulova	At-Large Chairman's

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ECONOMIC ADVISORY COMMISSION (3 years) continued

Incumbent History	Requirement	Nominee	Supervisor	District
Suzette Kern (Appointed 1/09-12/11 by McKay) Term exp. 12/14 *Resignation eff. 12/14*	Lee District Representative		McKay	Lee
Alfred Thieme, Jr. (Appointed 1/09-12/11 by Gross) Term exp. 12/14	Mason District Representative	**Alfred Thieme, Jr.**	Gross	Mason
John H. Thillmann (Appointed 1/09-12/11 by Frey) Term exp. 12/14	Sully District Representative	**John H. Thillmann**	Frey	Sully

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)
[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

Incumbent History	Requirement	Nominee	Supervisor	District
Timothy Lavelle (Appointed 4/09-11/11 by Bulova) Term exp. 11/14	At-Large #2 Business Community Representative	**Timothy Lavelle** (Bulova)	By Any Supervisor	At-Large
Leeann C. Alberts (Appointed 10/13 by Bulova) Term exp. 11/14	At-Large Chairman's Representative	**Leeann Alberts**	Bulova	At-Large Chairman's
Petra Osborne (Appointed 5/12 by Bulova) Term exp. 11/14	At-Large Fairfax County Representative		By Any Supervisor	At-Large

Continued on next page

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Richard Nilsen; appointed 6/13 by McKay) Term exp. 11/15 *Resigned*	Lee District Representative		McKay	Lee
Jacqueline Browne (Appointed 9/08-12/11 by Gross) Term exp. 11/14 ***Not eligible for reappointment***	Mason District Representative		Gross	Mason
VACANT (Formerly held by Ann Pimley; appointed 9/03-11/6 by Frey) Term exp. 11/09 *Resigned*	Sully District Representative		Frey	Sully

FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL
(2 years)

CONFIRMATION NEEDED:

- Ms. Lucinda Shannon as a Long Term Care Representative
- Mr. Donald J. Kissinger, Jr. as the Disabilities Services Board Representative

FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION
BOARD OF DIRECTORS (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
David Eisenman (Appointed 8/04-6/11 by Hudgins) Term exp. 6/14 ***Not eligible for reappointment*** (need 1 year lapse)	Hunter Mill District Representative		Hudgins	Hunter Mill

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3 years – limited to 3 full terms)
[NOTE: In accordance with *Virginia Code* Section 37.1-195, "**prior to making any appointment, the appointing authority shall disclose and make available to the public the names of those persons being considered for appointment**. The appointing authority shall also make information on the candidates available to the public, if such information is available to the appointing authority." Members can be reappointed after 3 years break from initial 3 full terms. VA Code 37.2-502.]

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly Lynn Miller; appointed 2/14 by Cook) Term exp. 6/15 *Resigned*	Braddock District Representative	**Molly Long** *(Nomination announced on November 18, 2014)*	Cook	Braddock

HEALTH CARE ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Judith Beattie; appointed 6/96-9/12 by Frey) Term exp. 6/16 *Resigned*	Sully District Representative		Frey	Sully

HEALTH SYSTEMS AGENCY BOARD
(3 years - limited to 2 full terms, may be reappointed after 1 year lapse)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Andrew A. Painter; appointed 2/11 by Smyth) Term exp. 6/13 *Resigned*	Consumer #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carol Ann Coryell; appointed 6/05-6/08 by Frey) Term exp. 6/11 *Resigned*	Consumer #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Samuel Jones; appointed 12/09 by Gross) Term exp. 6/12 *Resigned*	Provider #1 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3 years)

[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

Braddock - 3	Lee - 2	Providence - 1
Dranesville - 2	Mason - 2	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 3	Sully - 2

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Irma Clifton; appointed 3/01-11/13 by Hyland) Term exp. 12/16 *Mt. Vernon District Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large
Esther McCullough (Appointed 3/00-11/02 by Hanley; 12/08-12/11 by Connolly) Term exp. 12/14 *Sully District*	Citizen #10 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard Gonzalez (Appointed 7/97-7/05 by Kauffman; 8/09 by McKay) Term exp. 7/13	Lee District #1 Representative		McKay	Lee

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC)
(3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Susan Hoffman (Appointed 2/97-12/11 by Gross) Term exp. 12/14	Mason District Representative	**Susan Hoffman**	Gross	Mason
Walter Williams (Appointed 5/09-12/11 by Herrity) Term exp. 12/14	Springfield District Representative		Herrity	Springfield

JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL
(2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Paul Langley; appointed 4/10-1/12 by Cook) Term exp. 1/14 *Resigned*	Braddock District Representative		Cook	Braddock

LIBRARY BOARD
(4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kristin Cabral; appointed 7/09-7/13 by Foust) Term exp. 7/17 *Resigned*	Dranesville District Representative	**Darren T. Ewing**	Foust	Dranesville

OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Eileen Nelson; appointed 3/04-6/07 by Connolly; 6/10 by Bulova) Term exp. 6/13 *Resigned*	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 *Resigned*	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 *Resigned*	Lee District Representative		McKay	Lee
Tina Montgomery (Appointed 9/10-6/11 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

PARK AUTHORITY (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Mr. Richard C. Sullivan Jr. (Appointed 7/13 by Foust) Term exp. 12/16 *Resignation effective December 11, 2014*		**Grace H. Wolf** *(Appointment eff. December 12, 2014)*	Foust	Dranesville

PLANNING COMMISSION (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Janet R. Hall (Appointed 11/94 by Trapnell; 11/02-12/10 by Gross) Term exp. 12/14 *Resignation effective December 31, 2014*	Mason District Representative	**Julie M. Strandlie** *(Appointment eff. January 1, 2015)*	Gross	Mason

ROAD VIEWERS BOARD (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Joseph Bunnell (appointed 9/05-12/06 by McConnell; 2/08-11/13 by Herrity) Term exp. 12/14	At-Large #1 Representative		By Any Supervisor	At-Large
John W. Ewing (Appointed 2/01-11/02 by Hanley; 1/04-12/08 by Connolly; 12/09-6/14 by Bulova) Term exp. 12/14	At-Large #2 Representative	**John W. Ewing** (Bulova)	By Any Supervisor	At-Large

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ROAD VIEWERS BOARD (1 year)
continued

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large
Micah D. Himmel (Appointed 12/11-12/13 by Smyth) Term exp. 12/14	At-Large #5 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION, FAIRFAX COUNTY (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Suchada Langley (Appointed 11/11-12/11 by Hudgins) Term exp. 12/14	At-Large #1 Representative		By Any Supervisor	At-Large
Michael Doherty (Appointed 12/11 by Bulova) Term exp. 12/14	Braddock District Representative		Cook	Braddock
Koorosh C. Sobhani (Appointed 10/08-12/11 by Foust) Term exp. 12/14	Dranesville District Representative		Foust	Dranesville
Gerarda Culipher (Appointed 2/12 by Herrity) Term exp. 12/14	Springfield District Representative	**Marcantonio W. Barnes**	Herrity	Springfield

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Robert Dim; appointed 3/05-3/12 by Hudgins) Term exp. 3/14 *Resigned*	Fairfax County #5 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 *Deceased*	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Evelyn McRae; appointed 6/98-8/01 by Hanley; 12/04-1/08 by Connolly; 4/11 by Bulova) Term exp. 1/14 *Resigned*	Tenant Member #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 *Resigned*	Tenant Member #3 Representative		By Any Supervisor	At-Large

TRAILS AND SIDEWALKS COMMITTEE (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Jan Reitman (Appointed 3/08-1/12 by Gross) Term exp. 1/14	Mason District Representative		Gross	Mason

TRANSPORTATION ADVISORY COMMISSION (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Michal D. Himmel; appointed 6/13 by Smyth) Term exp. 6/14	Providence District Representative		Smyth	Providence

WETLANDS BOARD (5 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Elizabeth Martin (Appointed 11/09 by Gross) Term exp. 12/13	At-Large #1 Representative		By Any Supervisor	At-Large

Board Agenda Item
December 2, 2014

10:50 a.m.

Items Presented by the County Executive

Board Agenda Item
December 2, 2014

ADMINISTRATIVE - 1

Authorization for the County Executive to Execute an Amendment to the Agreement for the Sale, Delivery and Use of Reclaimed Water Between Covanta Fairfax, Inc., (Collectively, "Covanta") and Fairfax County

ISSUE:
Authorization from the Board is needed for the County Executive to execute an amendment to the Water Reuse Agreement between the County and Covanta to address the reduction of the amount of reclaimed water Covanta must buy and the addition of, and maintenance responsibility for, certain equipment that was not envisioned at the time the water reuse agreement was negotiated and executed in 2009.

RECOMMENDATION:
The County Executive recommends that the Board authorize the County Executive to execute the attached amendment to the Water Reuse Agreement between the County and Covanta.

TIMING:
Board action is requested on December 2, 2014, in order to finalize the Water Reuse Agreement between the County and Covanta.

BACKGROUND:
On December 7, 2009, the Board authorized the County Executive to execute the Agreement for the Sale, Delivery and Use of Reclaimed Water between Covanta and Fairfax County (2009 Agreement). The agreement assigned the maintenance responsibilities of the County and Covanta for the equipment needed to provide the reclaimed water, which will be used by Covanta in the cooling towers and associated processes of the Energy Resource Recovery Facility in Lorton. The agreement was required by Virginia Department of Environmental Quality (VDEQ) in order to be eligible for a $6.5M Stimulus Funding Grant. In order to meet the deadline set by VDEQ for the start of construction, the County utilized the design build procurement method to complete the design and construction of the water reuse project. As such, the list of equipment ultimately needed to deliver the reclaimed water was not precisely known, and certain equipment was added during construction that was not addressed in the 2009 Agreement.

These items include a standby diesel generator, an automatic transfer switch, a drainage drop box, an underground pipe and a rain garden associated with the reclaimed water storage tank.

The County has agreed to assume responsibility for maintenance of this additional equipment, which requires amendments to the 2009 Agreement to address these obligations. In addition, at the request of Covanta, the guaranteed minimum amount of reclaimed water to be purchased by Covanta on an annual average basis is reduced from 1.3 million gallon per day to 0.75 million gallon per day. This will allow Covanta flexibility during periods of shut down.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Amendment to the Agreement between Covanta Fairfax, Inc., and Fairfax County for the Sale, Delivery and Use of Reclaimed Water

STAFF:
Robert A. Stalzer, Deputy, County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES

AMENDMENT TO
AGREEMENT FOR THE SALE, DELIVERY, AND USE OF RECLAIMED WATER

THIS AMENDMENT is entered into as of this_____ day of _____, 2013, between COVANTA FAIRFAX, INC. ("Covanta") and FAIRFAX COUNTY, a Virginia body politic and corporate (the "County"), to amend the Agreement for the Sale, Delivery, and Use of Reclaimed Water dated December 14, 2009 ("Reclaimed Water Agreement").

WITNESSETH:

WHEREAS, at the time the design/build process commenced, the list of equipment ultimately needed to deliver the Reclaimed Water was not precisely known, and certain equipment was added during construction that affects the obligations of the Parties under the Reclaimed Water Agreement; and

WHEREAS, the Parties agreed as to the installation and location of this equipment; and

WHEREAS the Parties desire to amend the Reclaimed Water Agreement in certain respects, as set forth herein, including the minimum amount of Reclaimed Water to be purchased by Covanta on an annual average basis.

NOW, THEREFORE, the County and Covanta hereby agree as follows:

1. All defined terms used herein shall have the meaning given to such terms in the Reclaimed Water Agreement.

2. The definition of "County System" in Section 1.D of the Reclaimed Water Agreement is amended to read in full as follows:

> D. "County System" is defined as all piping, tanks, pumps, the Reclaimed Water meter and associated backflow prevention device, if any, and appurtenances required for delivery of Reclaimed Water, upstream of the flow control valve for the cooling tower stilling basin (referred to as the Fisher Valve). The County System shall also include the diesel generator and the Automatic Transfer Switch (ATS) that were added to the project in connection with the upgrade of the Sanitary Sewer Pump Station located on the Site.

3. The definition of "Covanta System" in Section 1.E of the Reclaimed Water Agreement is amended to read in full as follows:

> E. "Covanta System" is defined as the flow control valve for the cooling tower stilling basin (referred to as the Fisher Valve) and the sewage collection system from the E/RRF to, and including, the sewage pump station located at the E/RRF site and shown on Exhibit B. It also includes the manual bus transfer switch [that was added to the project in connection with the upgrade of the Sanitary Sewer Pump Station located on the Site] and the spare pump.

4. All references in Section 2 of the Reclaimed Water Agreement to the guaranteed minimum amount of Reclaimed Water to be purchased by Covanta on an annual average basis shall be changed from 1.3 MGD to 0.75 MGD.

5.Section 3.B is amended to read in full as follows:

B. Except as otherwise provided herein, the County's System shall extend into the Site to the connection point on the flow control valve for the cooling tower stilling basin (referred to as the Fisher Valve) (the "Point of Delivery"). See Exhibit B. The County is responsible for operating and maintaining the County's System, including those components located on the Site up to the Point of Delivery. The Parties agree that the County's System includes the diesel generator and the Automatic Transfer Switch (ATS) and that the County is responsible for operating and maintaining this equipment. Except as otherwise provided herein, upon completion of construction, Covanta shall operate and maintain all those components of the Reclaimed Water delivery system downstream of the Point of Delivery (the "Covanta System").

(i) The County shall locate the Point of Delivery for the Covanta System at a location agreeable to both parties.

(ii) The County shall locate any portions of the County's System crossing the Site upon which Covanta operates at a location agreeable to both parties.

(iii) The County shall install and maintain an approved backflow prevention device at the Reclaimed Water meter to protect the County System from backflow/backsiphonage.

6. Section 3.C is amended to read in full as follows:

The Reclaimed Water metering facility and the associated backflow prevention device, if any, are and shall remain the property of the County. The County will operate and maintain the Reclaimed Water metering facility, including periodic testing thereof; and whenever it determines that any replacement of the metering facility is required, it will install, operate, and maintain such replacement/new metering facility as may be reasonably required by the then current waterworks industry standards for accuracy so as to insure accurate measurement of the quantities of Reclaimed Water delivered by the County to Covanta. The County will coordinate with Covanta in advance of any replacement/maintenance activities.

7. Section 3.D(iv) is amended to read in full as follows:

D. Covanta shall provide County access as follows:

(iv) Covanta shall allow the County access to the Site for operation, maintenance, repair, and replacement of those portions of the County

System, including the Reclaimed Water storage tank and associated drainage structure and underground pipe to swale from tank overflow and the landscape/rain garden immediately around the tank, Reclaimed Water metering facility and associated yard piping and appurtenances, diesel generator, and the ATS on the Site. Such access will be coordinated with Covanta in advance except in the case of an emergency situation. Under no circumstance shall any County employee enter a Covanta electrical room without an escort. The County will be responsible for any damage to landscaping and property while maintaining its associated equipment.

8. Section 4.D is amended to read in full as follows:

D. The County shall construct and operate a Reclaimed Water storage tank and associated yard piping, drainage structures, appurtenances, and rain garden on the Site which will be owned, operated, and maintained by the County. The County will provide Covanta with a tank fabrication drawing stamped by a licensed Professional Engineer for the Reclaimed Water storage tank.

9. Section 11.C is amended to read in full as follows:

C. The County, at its sole cost, shall operate and maintain the Reclaimed Water storage tank and the associated yard piping, drainage structures, appurtenances, and rain garden located on the Site in accordance with applicable codes and standards. The County is responsible for damages incurred by Covanta due to the County's failure to maintain the storage tank and associated yard piping and appurtenances if such failure has a material adverse impact on the E/RRF or the Site.

10. Section 11.E is amended to read in full as follows:

E. Covanta will continue to operate and maintain the gravity sewer lines within the Site boundary at its sole cost.

11. A new Section 15.C is added to read in full as follows:

C. If during the term of this Agreement the use of Reclaimed Water results in foaming in the cooling tower stilling basin at a level that allows foam to leave the well ("excess foaming"), Covanta shall notify the County of the excess foaming and if the issue cannot be corrected within 24 hours, Covanta may switch to potable water from Fairfax Water until the excess foaming issue can be corrected. The County shall, within 4 hours after receiving notice from Covanta of the excess foaming, add additional defoaming product at the NMCPCP. In addition, the County shall provide Covanta with defoaming product as needed to be used in the control of foam. Covanta's obligations under Section 2.C of the Agreement shall be adjusted for the excess foaming based on the number of days from Covanta's notice to the County of the excess foaming and switching to potable water until the County notifies Covanta that the issue has been resolved.

12. Exhibit B to the Reclaimed Water Agreement is revised to reflect that Covanta will maintain the manual bus transfer switch in gear room. A copy of the revised Exhibit B is attached hereto.

13. All references in the Reclaimed Water Agreement to "this Agreement" shall be deemed to refer to the Reclaimed Water Agreement as amended hereby. The Parties confirm the Reclaimed Water Agreement, as amended hereby, in all respects.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

ATTEST:

Katie E Flick

Jenni L Deets

COVANTA FAIRFAX INC.

By: James C. Kleckner

ATTEST:

_____

FAIRFAX COUNTY

By: _____

Board Agenda Item
December 02, 2014

ADMINISTRATIVE – 2

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Dranesville, and Providence Districts)

ISSUE:
Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board endorse the traffic calming plan for Randolph Road and Blake Lane consisting of the following:

> One Speed Hump on Randolph Road (Dranesville District)
> One Speed Hump and one Raised Crosswalk on Blake Lane (Providence District).

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measures as soon as possible.

TIMING:
Board action is requested on December 2, 2014.

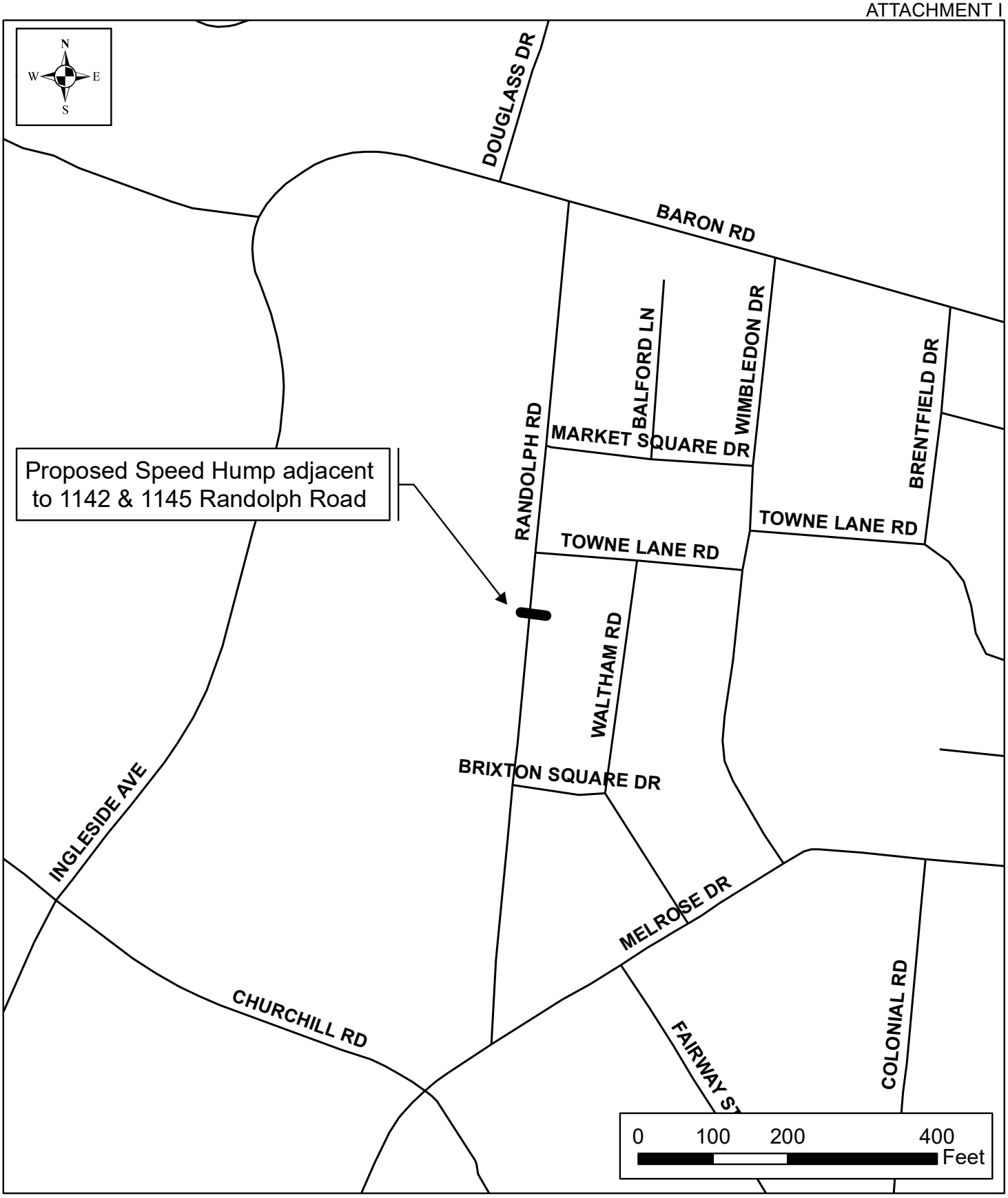
BACKGROUND:
As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners' or civic association. Traffic calming employs the use of physical devices such as multi-way stop signs (MWS), speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisors' office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On October 29, 2014 (Randolph Road) and on October 24, 2014 (Blake Lane), the Department of Transportation received verification from the local Supervisor's offices confirming community support

for the above referenced traffic calming plan.

FISCAL IMPACT:
Funding in the amount of $19,000.00 for the traffic calming measures associated with The Randolph Road and Blake Lane projects is available in Fund 300-C30050, General Fund, under Job Number 2G25-076-000.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Randolph Road
Attachment II: Traffic Calming Plan for Blake Lane

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Operations Section, FCDOT

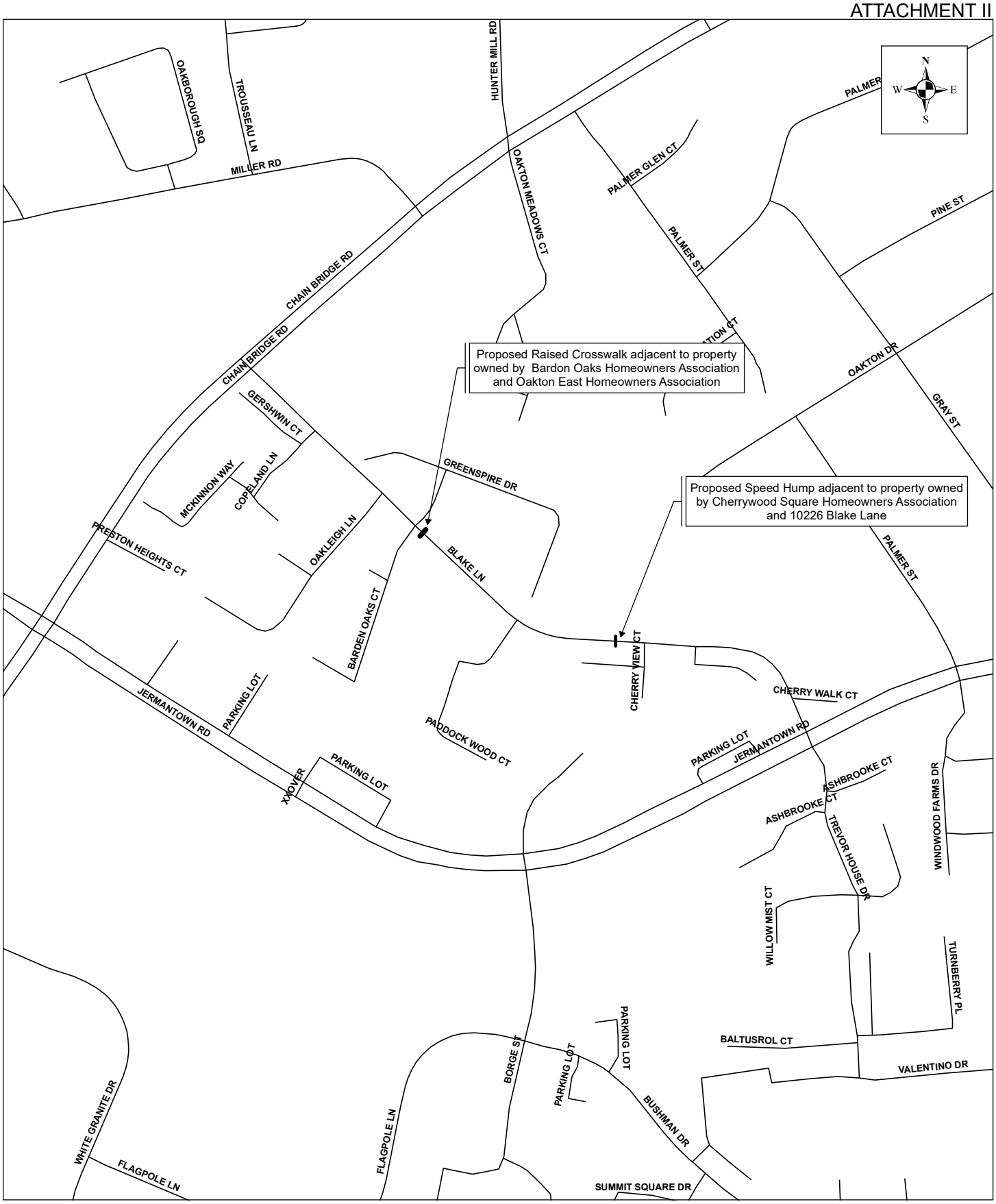


November 2014

A Fairfax County, Va., Publication

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
RANDOLPH ROAD
Dranesville District

Tax Map: 21-4, 30-2



NOVEMBER 2014

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
BLAKE LANE
Providence District

A Fairfax Co. Va., publication

Tax Map: 47-2

Board Agenda Item
December 2, 2014

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the West Falls Church Residential Permit Parking District, District 2 (Dranesville District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the West Falls Church Residential Permit Parking District (RPPD), District 2.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:
The Board should take action on December 2, 2014, to advertise a public hearing for January 13, 2015, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Staff has verified that Grayson Place from Berkeley Street south to the end is within 1,000 feet of the property boundary of West Falls Church Metrorail Station, and all other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $925 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Attachment I

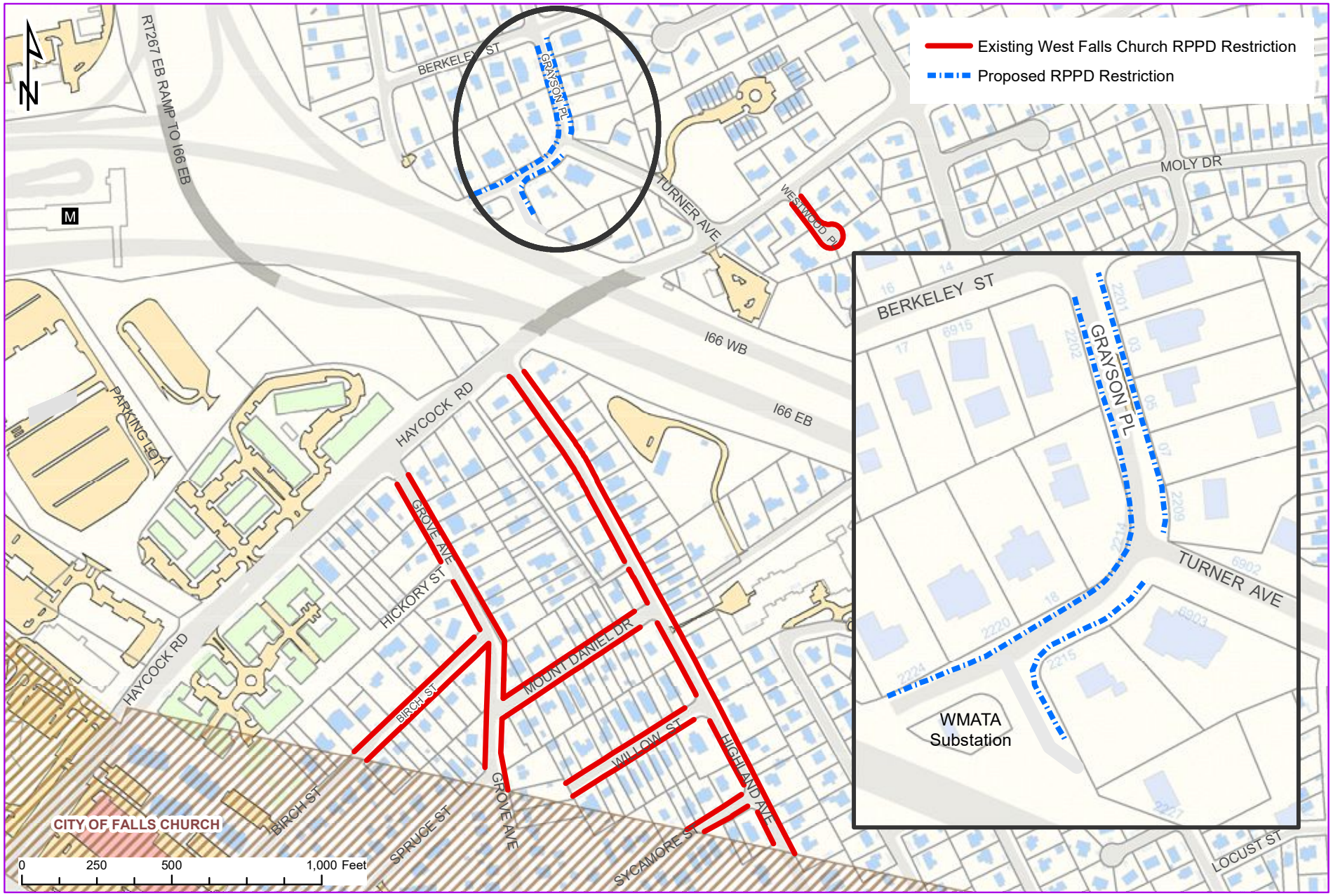
Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-2, Section (b), (2), West Falls Church Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Grayson Place:

From Berkeley Street south to the end, excluding areas abutting Washington Metropolitan Area Transit Authority (WMATA) substation property.

Attachment II



Fairfax County Department of Transportation
Traffic Operations Section
Proposed West Falls Church RPPD Expansion
Dranesville District

Board Agenda Item
December 2, 2014

ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the Dunn Loring Residential Permit Parking District (RPPD), District 3.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:
The Board should take action on December 2, 2014, to advertise a public hearing for January 13, 2015, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(b) of *The Code of the County of Fairfax*, *Virginia*, authorizes the Board to establish or expand an RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of an RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

A peak parking demand survey was conducted for the requested area. This survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning block were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning block. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $450 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Attachment I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by modifying the following streets in Appendix G-3, Section (b), (2), Dunn Loring Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Cottage Street:

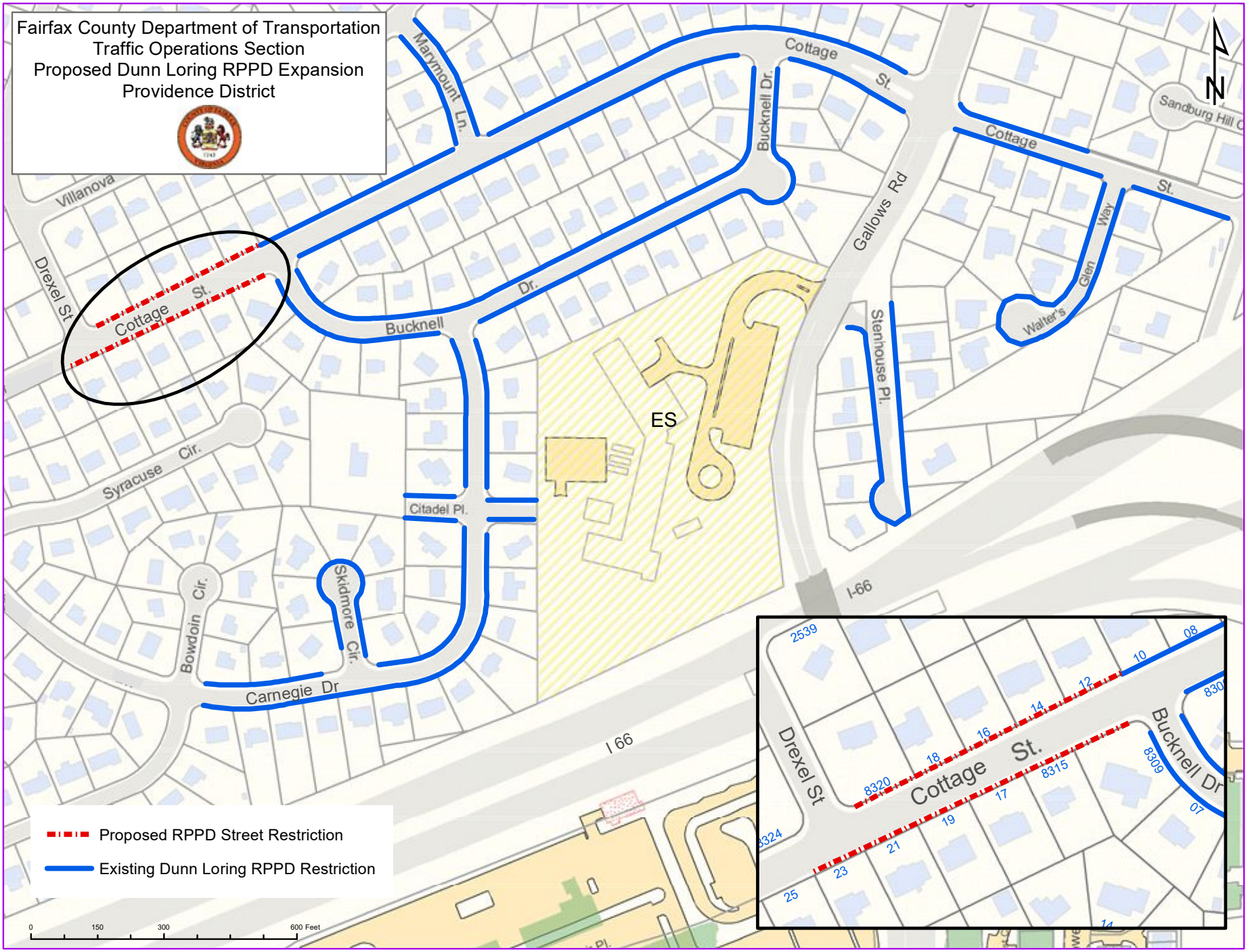
~~From Bucknell Drive to Marymount Lane.~~

~~From Marymont Lane to Bucknell Drive (eastern intersection).~~

~~From Bucknell Drive (eastern intersection) to Gallows Road~~.

From Gallows Road to Drexel Street.

Attachment II



Board Agenda Item
December 2, 2014

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Establish Parking Restrictions on Daly Drive (Sully District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Daly Drive in the Sully District.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for January 13, 2015, at 4:00 p.m. to consider adoption of a Fairfax County Code amendment (Attachment I) to Appendix R, to prohibit commercial vehicles, recreational vehicles and all trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 from parking on Daly Drive from Brookfield Corporate Drive to Willard Road from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as "No Parking" by the Virginia Department of Transportation (VDOT).

TIMING:
The Board of Supervisors should take action on December 2, 2014, to provide sufficient time for advertisement of the public hearing on January 13, 2015, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The property owners of various parcels of land along Daly Drive contacted the Sully District office requesting a parking restriction for all commercial vehicles, recreational vehicles, and all trailers along the entire length of the roadway from 9:00 p.m. to 6:00 a.m. The property along Daly Drive is zoned industrial.

Staff has reviewed this location on several occasions over a number of weeks and verified that long term parking of out-of-area large commercial vehicles, recreational vehicles and trailers is occurring.

Board Agenda Item
December 2, 2014

FISCAL IMPACT:
The cost of sign installation is estimated at $800 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment II: Area Map of Proposed Parking Restriction

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT

Attachment I

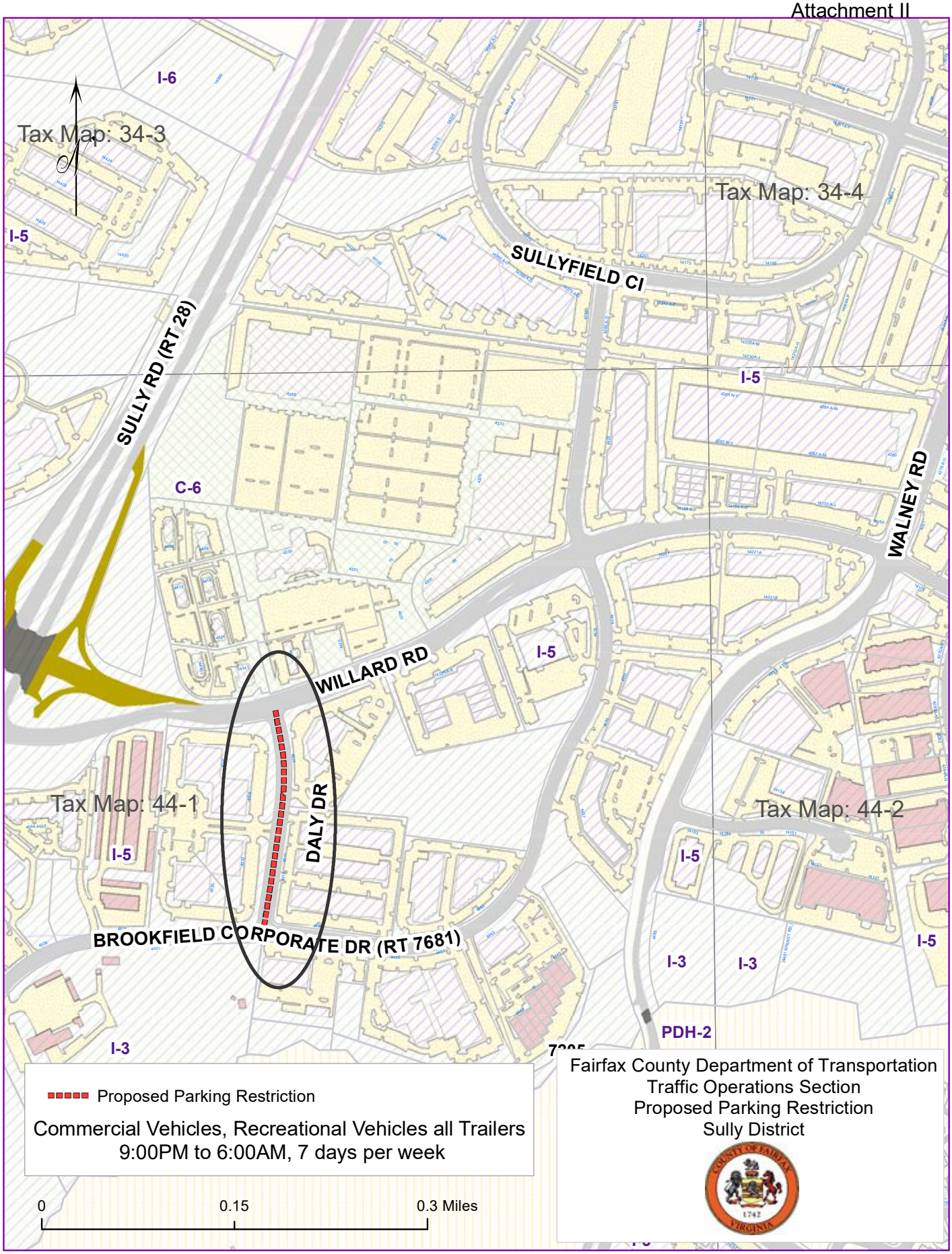
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax*, *Virginia,* by adding the following to Appendix R, in accordance with Section 82-5-37:

Daly Drive (Route 7682).
Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Daly Drive from Brookfield Corporate Drive to Willard Road from 9:00 p.m. to 6:00 a.m., seven days per week, excluding areas designated as “No Parking” by the Virginia Department of Transportation (VDOT).

Attachment II



Board Agenda Item
December 2, 2014

ADMINISTRATIVE – 6

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Improvements at the Intersection of Old Dominion Drive / Bellview Road Phase II (Dranesville District)

ISSUE:
Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-028-014 (RSPI01-01500), Old Dominion Drive / Bellview Road Phase II Intersection Improvements, Fund 400-C40011, County & Regional Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for January 13, 2015, commencing at 4:00 p.m.

TIMING:
Board action is requested on December 2, 2014, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:
This project consists of the grading back of embankments, removing vegetation, utility relocation, and the installation of storm drainage infrastructure to improve sight distances and traffic operations at the intersection of Old Dominion Drive and Bellview Road.

Land rights for these improvements are required on four properties. The construction of this project requires the acquisition of a Virginia Electric and Power Company Easement, storm drainage easements, sight distance easements, and grading agreement and temporary construction easements.

Negotiations are in progress with the affected property owners; however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. §§ 15.2-1903 through 15.2-1905 (2012). Pursuant to these provisions, a public

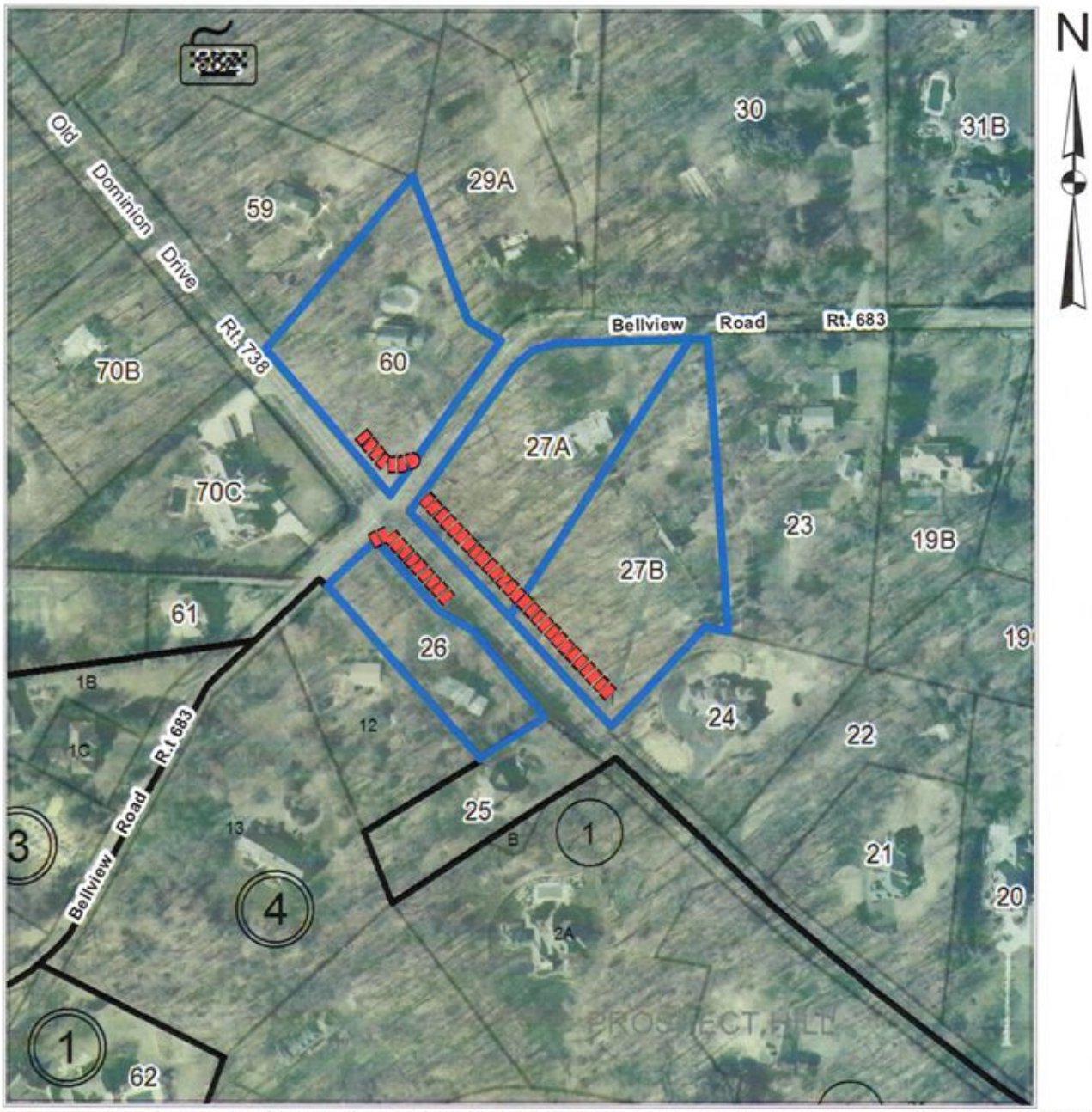
hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:
Funding is available in Project 2G40-028-014(RSPI01-01500), Old Dominion Drive / Bellview Road Phase II Intersection Improvements, Fund 400-C40011, County & Regional Transportation Projects. This project is included in the Adopted FY2015 - FY2019 Capital Improvement Program (with future Fiscal Years to FY2024). No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:
Attachment A - Project Location Map
Attachment B - Listing of Affected Properties

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

ATTACHMENT A



OLD DOMINION DRIVE/BELLVIEW ROAD PHASE II INTERSECTION IMPROVEMENTS

Tax Map: 20-1

Project 2G40-028-014
Dranesville District

Affected Properties:

Proposed Improvements:

0 0.025 0.05 0.1 Miles

ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project 2G40-028-014 (RSPI01-01500)
Old Dominion Drive / Bellview Road Phase II Intersection Improvements
(Dranesville District)

PROPERTY OWNER(S)

1. Larry Sipos, Trustee — 020-1-01-0026
   Rebecca S. Sipos, Trustee

   Address:
   1001 Bellview Road
   McLean, VA 22102

2. Robert O. Kramer — 020-1-01-0027A
   Monique L. Kramer

   Address:
   8518 Old Dominion Drive
   McLean, VA 22102

3. Craig L. Fuller — 020-1-01-0027B
   Karen D. Fuller

   Address:
   8516 Old Dominion Drive
   McLean, VA 22102

4. Bellview, LLC — 020-1-01-0060

   Address:
   978 Bellview Road
   McLean, VA 22102

Board Agenda Item
December 2, 2014

ADMINISTRATIVE - 7

Authorization to Advertise Public Hearings on a Proposed Amendment to the Public Facilities Manual Regarding Storm Drainage Pro Rata Share Provisions, Chapter 6 (Storm Drainage) and Proposed Revisions to the Pro Rata Share Agreement Form

ISSUE:
Board authorization to advertise public hearings on a Proposed Amendment to the Public Facilities Manual (PFM) regarding Storm Drainage Pro Rata Share Provisions, Chapter 6 (Storm Drainage) and proposed revisions to the Pro Rata Share Agreement form. The proposed amendment is necessary to replace the current 27 watershed-based pro rata share rates with a single countywide rate for assessment purposes and implement credits for on-site stormwater management and/or best management practices. Proposed revisions to the Pro Rata Share Agreement form are necessary for it to conform to the proposed PFM amendment.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of the proposed amendment to the PFM and proposed revisions to the Pro Rata Share Agreement form.

The proposed amendment to the PFM and proposed revisions to the Pro Rata Share Agreement form have been prepared by the Department of Public Works and Environmental Services and coordinated with the Office of the County Attorney. The proposed PFM amendment has been recommended for approval by the Engineering Standards Review Committee.

TIMING:
The Board is requested to take action on December 2, 2014, to provide sufficient time to advertise public hearings on January 7, 2015, at 8:15 p.m. before the Planning Commission and on January 27, 2015, at 4:30 p.m. before the Board. The proposed amendment will become effective at 12:01 a.m. July 1, 2015.

BACKGROUND:
In 1972 the Virginia General Assembly enacted enabling legislation that allowed local governments to collect assessments for pro rata share costs for downstream improvements. Fairfax County subsequently adopted its first pro rata share program in 1973. The current pro rata share program enabled under Virginia Code Ann. § 15.2-2243, titled the “Uniform Pro-rata Share Assessment Program,” was subsequently adopted by the Board of Supervisors on December 16, 1991. The PFM amendments

needed to implement the program were adopted by the Board of Supervisors on July 29, 1992.

The Uniform Pro-rata Share Assessment Program includes storm drainage improvement projects in 27 of the County's 30 major watersheds. Assessment rates, established in each of the 27 watersheds, are based on projects contained within the County's general drainage improvement program and the watershed's projected impervious area at ultimate build-out. Ultimate build-out for the Uniform Pro-rata Share Assessment Program was based on the County's land use comprehensive plan or zoning whichever represented the greatest percent imperviousness. This resulted in the current program establishing 27 different assessment rate structures with three watersheds having no rate established. The 27 rates are updated on a bi-annual basis to account for changes in both inflation and the total estimated cost of the County's general drainage improvement program. The estimated cost of the County's general drainage improvement program is updated as projects are removed or included.

Under the existing program, the pro rata share assessment for a given development and/or redevelopment site is dependent on the rate established for the watershed in which the site is located. Likewise, the funds that are collected may only be utilized for the construction of the specific drainage improvement projects located within that watershed. Equity in the collection and use of pro rata share funds across the major watersheds is a significant concern. Depending on the watershed in which a given development and/or redevelopment site is located, the developer's pro rata share assessment, which is derived from the watershed-based rates, can vary dramatically for the same impervious cover increase. Western portions of the County that were previously not built-out have typically seen more newer development than the older already developed eastern portions of the County. This results in a disproportionate accumulation of assessments that are collected between older and newer areas of the County. In older developed areas/watersheds where more degradation is evident due to increases in impervious area and lack of adequate stormwater management infrastructure fewer funds for improvements have accumulated. Newer developed areas/watersheds that tend to have more adequate stormwater management infrastructure in place and not yet experienced the same level of degradation accumulate more funding for improvements.
Administering 27 different assessment rates is cumbersome and inefficient for the County to manage, and can overly complicate the pro rata share assessment calculation. For example, if a development and/or redevelopment span more than one major watershed, the assessment calculation must be based on multiple pro rata share assessment rates. Further, the assessments collected must be tracked in separate accounts to ensure the pro rata share funds are allocated to drainage improvements in the respective watersheds they were collected.

The proposed PFM amendment abolishes the current 27 different watershed-based rates and replaces them with a single countywide rate structure for assessment purposes across all 30 major watersheds within the County. The single countywide rate

will be updated on an annual basis to account for changes in both inflation and the total estimated cost of the County's general drainage improvement program. Restrictions causing the inequities in both the collection and use of pro rata share funds will be eliminated. All assessments collected will be aggregated and used for any eligible project within the County. The reduction of 27 rates to a single rate and the reduction in the frequency of updates from bi-annual to annual will improve the efficiency of administering the program and simplify the pro rata share assessment calculation.

The current Uniform Pro-rata Share Assessment Program contains limited provisions for providing credit for the installation of on-site stormwater management and/or best management practices. Developers seeking credits must submit a detailed engineering/cost study that demonstrates a cost reduction in a pro rata share project. This is a significant disincentive because the resources needed to demonstrate the cost reduction would likely exceed any credits achieved. The new state stormwater regulations, effective July 1, 2014, under the County's new Stormwater Ordinance, increase requirements for water quality and provide incentives for reducing the volume of stormwater runoff. These inherent features of the new regulations will provide the basis for awarding credits and serve as an incentive to achieve reductions in pro rata share assessments.

The proposed PFM amendment includes new provisions to implement credits for on-site stormwater management and/or best management practices. The credits are designed to reduce the pro rata share assessment in a way that recognizes the positive effect that the new regulatory requirements have on improving water quality and reducing the volume of stormwater runoff. The maximum water quality credit is currently estimated to be a 42% reduction in the assessment and can be achieved if the stormwater management requirement for water quality treatment is provided on-site or within the common plan of development. Similarly, a water quantity credit for reducing the volume of stormwater runoff leaving the site through on-site practices such as infiltration, stormwater re-use or other means of retention can further reduce the assessment. The maximum water quantity credit is currently estimated to be a 58% reduction in the assessment. Depending on how significantly on-site stormwater management and/or best management practices address the quality and quantity of stormwater runoff, credits can potentially reduce the pro rata share assessment to zero. It is anticipated that development and/or redevelopment providing on-site stormwater management and/or best management practices in full compliance with the regulations will at a minimum receive the maximum water quality credit of 42%.

Discounts in the pro rata share assessment achieved through the use of credits recognizes that the greater the level of stormwater treatment provided on-site, the fewer County stormwater projects will need to be implemented and: therefore, less pro rata share funding is required. Assuming treatment levels using on-site stormwater management and/or best management practices meet full compliance for water quality, the resulting discounted rate per impervious acre increase is equivalent to the current rates averaged across all County watersheds. Consequently, the average revenue

anticipated by implementing the proposed single countywide rate will be similar to what is collected under the current watershed-based rates.

Individual pro rata share agreements are a condition of plan approval. The Pro Rata Share Agreement form is currently formatted to accommodate a pro rata share assessment specific to the watershed within which the new development or redevelopment is located. The proposed revisions to the Pro Rata Share Agreement form reflect the changes needed to be consistent with the single countywide rate proposed in the PFM amendment and include some minor editorial changes.

There has been an increase in the number of Low-Impact Development (LID) stormwater practices implemented through the County's capital improvement program and by industry since LID practices were adopted into the PFM in 2007. The current pro rata share program was adopted prior to 2007 and the advent of LIDs; consequently, it contains no provisions for the inclusion of LID stormwater practices into the County's pro rata share program for off-site drainage improvements. As a result, these practices are currently not eligible for pro rata share funding in the existing program. Moreover, large tract developments have given way to smaller in-fill development or redevelopment. Often, these newer types of development are approved and permitted one single lot at a time; but, occur at many locations across the County. Although smaller, the widespread nature of these types of developments has an overall cumulative effect to the increase in volume and velocity of stormwater runoff. Accordingly, these increases adversely affect the quality of our stream networks across the County. Staff recommends including these practices into the County's general drainage improvement program making them eligible for pro rata share funding. Individually, LIDs provide smaller areas of treatment; however, these are distributed systems that when combined or aggregated their treatment can mitigate increases in the volume and velocity of runoff caused by development countywide and their use are strongly encouraged by the new stormwater regulations.

Impervious area estimated at ultimate build-out is used in the rate calculation for pro rata share assessments. The impervious area estimated for ultimate build-out in the current pro rata share program was limited to methods available back in the 1990's. Using modern GIS technology to assist in estimating future impervious area has revealed that the earlier methods over-estimated future impervious area. Staff recommends using the latest GIS technology in the calculation of the single countywide pro rata share assessment rate.

The proposed amendment to the PFM and revisions to the Pro Rata Share Agreement form are enabled under Va. Code Ann. § 15.2-2243.

PROPOSED AMENDMENT:
The amendment to Chapter 6 of the PFM incorporates the following provisions:

- A rationale for the removal of the restriction that pro rata share contributions collected in a given major watershed must fund off-site storm drainage improvements in the major watershed it was collected. Instead, collected pro rata share payments, aggregated countywide, will fund off-site storm drainage improvements countywide.

- A definition of the County's general drainage improvement program.

- A change in the status of pro rata share credits. Credits are no longer at the County's discretion. Credits are mandatory when on-site stormwater management and/or best management practices are installed.

- A methodology to reduce pro rata share assessments through the use of a crediting system. Credits to reduce the pro rata share assessment are based on the extent that on-site stormwater management and/or best management practices address water quality and water quantity. The percent reductions associated with the credits will be updated on an annual basis.

- The establishment of a single countywide pro rata share assessment rate and elimination of the 27 watershed-based pro rata share assessment rates in the calculation of the pro rata share assessment.

- An update of plan types that are submitted to the county for calculation of the pro rata share assessment and where payment of the pro rata share assessment is a condition of plan approval.

- A restriction on pro rata share assessments received prior to the effective date of the Board of Supervisors' adoption of the PFM amendment creating a single countywide rate. Funds collected prior to July 1, 2015 will continue to be kept in separate accounts until such time as they are expended for the watershed improvement program.

- A deletion of the provision regarding the disposition of pro rata share agreements that existed prior to July 1, 1990. This provision was acted upon as part of the implementation to the current program and therefore no longer applies.

FISCAL IMPACT:
None. Tracking pro rata share assessments collected using the current watershed-based rates will need to continue until they are expended for the watershed improvement program. This will create a temporary burden on staff as pro rata share assessments that will be collected using the single countywide rate cannot be

commingled with assessments collected using the current watershed-based rates. Assessments previously collected for a specific watershed may; however, be combined with assessments collected under the countywide rate to fund a project within that particular watershed. The proposed amendment improves the overall efficiency of the program and will offset this burden. Therefore, the proposed amendment will have no impact on staff workload.

REGULATORY IMPACT:
Minimal. The proposed amendment to PFM Chapter 6 simplifies both existing County procedures for establishing the pro rata share assessments and credits with minimal changes. Revisions to the Pro Rata Share Agreement form simplify the procedures used with the existing form.

ENCLOSED DOCUMENTS:
Attachment I – Staff Report

STAFF:
Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey C. Clark, Acting Deputy Director, Land Development Services, DPWES
Randolph W. Bartlett, Deputy Director, Stormwater/Wastewater, DPWES
Laura Gori, Assistant County Attorney, Office of the County Attorney

ATTACHMENT I

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

- [ ] PROPOSED COUNTY CODE AMENDMENT
- [√] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Proposed Amendments to the Public Facilities Manual regarding Storm Drainage Pro Rata Share Provisions, Chapter 6 (Storm Drainage) and proposed revisions to the Pro Rata Share Agreement form (countywide)

Authorization to Advertise	December 2, 2014
Planning Commission Hearing	January 7, 2015
Board of Supervisors Hearing	January 27, 2015
Prepared by:	Stormwater Planning Division 703- 324-5500
	December 2, 2014

STAFF REPORT

A. ISSUE:

Proposed Amendment to the Public Facilities Manual (PFM) regarding Storm Drainage Pro Rata Share Provisions, Chapter 6 (Storm Drainage) and proposed revisions to the Pro Rata Share Agreement form. The proposed amendment is necessary to replace the current 27 watershed-based pro rata share rates with a single countywide rate for assessment purposes and implement credits for on-site stormwater management and/or best management practices. Proposed revisions to the Pro Rata Share Agreement form are necessary for it to conform to the proposed PFM amendment.

B. RECOMMENDED ACTION:

Staff recommends that the Board of Supervisors adopt the proposed amendment to the PFM and the proposed revisions to the Pro Rata Share Agreement form.

C. TIMING:

Board of Supervisors authorization to advertise – December 2, 2014

Planning Commission Public Hearing – January 7, 2015

Board of Supervisors Public Hearing – January 27, 2015

Effective Date – July 1, 2015

D. SOURCE:

Department of Public Works and Environmental Services (DPWES)

E. COORDINATION:

The proposed amendment to the PFM and proposed revisions to the Pro Rata Share Agreement form have been prepared by the Department of Public Works and Environmental Services and coordinated with the Office of the County Attorney. The proposed PFM amendment has been recommended for approval by the Engineering Standards Review Committee.

F. BACKGROUND:

In 1972 the Virginia General Assembly enacted enabling legislation that allowed local governments to collect assessments for pro rata share costs for downstream improvements. Fairfax County subsequently adopted its first pro rata share program in 1973. The current pro rata share program enabled under Virginia Code Ann. § 15.2-2243, titled the "Uniform Pro-rata Share Assessment Program," was subsequently adopted by the Board of Supervisors on December 16, 1991. The PFM amendments needed to implement the program were adopted by the Board of Supervisors on July 29, 1992.

The Uniform Pro-rata Share Assessment Program includes storm drainage improvement projects in 27 of the County's 30 major watersheds. Assessment rates, established in each of the 27 watersheds, are based on projects contained within the County's general drainage improvement program and the watershed's projected impervious area at ultimate build-out. Ultimate build-out for the Uniform Pro-rata Share Assessment Program was based on the County's land use comprehensive plan or zoning whichever represented the greatest percent imperviousness. This resulted in the current program establishing 27 different assessment rate structures with three watersheds having no rate established. The 27 rates are updated on a bi-annual basis to account for changes in both inflation and the total estimated cost of the County's general drainage improvement program. The estimated cost of the County's general drainage improvement program is updated as projects are removed or included.

Under the existing program, the pro rata share assessment for a given development and/or redevelopment site is dependent on the rate established for the watershed in which the site is located. Likewise, the funds that are collected may only be utilized for the construction of the specific drainage improvement projects located within that watershed. Equity in the collection and use of pro rata share funds across the major watersheds is a significant concern. Depending on the watershed in which a given development and/or redevelopment site is located, the developer's pro rata share assessment, which is derived from the watershed-based rates, can vary dramatically for the same impervious cover increase. Western portions of the County that were previously not built-out have typically seen more newer development than the older already developed eastern portions of the County. This results in a disproportionate accumulation of assessments that are collected between older and newer areas of the County. In older developed areas/watersheds where more degradation is evident due to increases in impervious area and lack of adequate stormwater management

infrastructure fewer funds for improvements have accumulated. Newer developed areas/watersheds that tend to have more adequate stormwater management infrastructure in place and not yet experienced the same level of degradation accumulate more funding for improvements.

Administering 27 different assessment rates is cumbersome and inefficient for the County to manage and can overly complicate the pro rata share assessment calculation. For example, if a development and/or redevelopment span more than one major watershed, the assessment calculation must be based on multiple pro rata share assessment rates. Further, the assessments collected must be tracked in separate accounts to ensure the pro rata share funds are allocated to drainage improvements in the respective watersheds they were collected.

The proposed PFM amendment abolishes the current 27 different watershed-based rates and replaces them with a single countywide rate structure for assessment purposes across all 30 major watersheds within the County. The single countywide rate will be updated on an annual basis to account for changes in both inflation and the total estimated cost of the County's general drainage improvement program. Restrictions causing the inequities in both the collection and use of pro rata share funds will be eliminated. All assessments collected will be aggregated and used for any eligible project within the County. The reduction of 27 rates to a single rate and the reduction in the frequency of updates from bi-annual to annual will improve the efficiency of administering the program and simplify the pro rata share assessment calculation.

The current Uniform Pro-rata Share Assessment Program contains limited provisions for providing credit for the installation of on-site stormwater management and/or best management practices. Developers seeking credits must submit a detailed engineering/cost study that demonstrates a cost reduction in a pro rata share project. This is a significant disincentive because the resources needed to demonstrate the cost reduction would likely exceed any credits achieved. The new state stormwater regulations, effective July 1, 2014 under the County's new Stormwater Ordinance, increase requirements for water quality and provide incentives for reducing the volume of stormwater runoff. These inherent features of the new regulations will provide the basis for awarding credits and serve as an incentive to achieve reductions in pro rata share assessments.

The proposed PFM amendment includes new provisions to implement credits for on-site stormwater management and/or best management practices. The credits are designed to reduce the pro rata share assessment in a way that recognizes the positive effect that the new regulatory requirements have on improving water quality and reducing the volume of stormwater runoff. The maximum water quality credit is currently estimated to be a 42% reduction in the assessment and can be achieved if the stormwater management requirement for water quality treatment is provided on-site or within the common plan of development. Similarly, a water quantity credit for reducing the volume of stormwater runoff leaving the site through on-site practices such as infiltration, stormwater re-use or other means of retention can further reduce the assessment. The maximum water quantity credit is currently estimated to be a 58% reduction in the

assessment. Depending on how significantly on-site stormwater management and/or best management practices address the quality and quantity of stormwater runoff, credits can potentially reduce the pro rata share assessment to zero. It is anticipated that development and/or redevelopment providing on-site stormwater management and/or best management practices in full compliance with the regulations will at a minimum receive the maximum water quality credit of 42%.

Discounts in the pro rata share assessment achieved through the use of credits recognizes that the greater the level of stormwater treatment provided on-site, the fewer County stormwater projects will need to be implemented and therefore less pro rata share funding is required. Assuming treatment levels using on-site stormwater management and/or best management practices meet full compliance for water quality, the resulting discounted rate per impervious acre increase is equivalent to the current rates averaged across all County watersheds. Consequently, the average revenue anticipated by implementing the proposed single countywide rate will be similar to what is collected under the current watershed-based rates.

Individual pro rata share agreements are a condition of plan approval. The Pro Rata Share Agreement form is currently formatted to accommodate a pro rata share assessment specific to the watershed within which the new development or redevelopment is located. The proposed revisions to the Pro Rata Share Agreement form reflect the changes needed to be consistent with the single countywide rate proposed in the PFM amendment and include some minor editorial changes.

There has been an increase in the number of Low-Impact Development (LID) stormwater practices implemented through the County's capital improvement program and by industry since LID practices were adopted into the PFM in 2007. The current pro rata share program was adopted prior to 2007 and the advent of LIDs consequently it contains no provisions for the inclusion of Low-Impact Development (LID) stormwater practices into the County's pro rata share program for off-site drainage improvements. As a result, these practices are currently not eligible for pro rata share funding in the existing program. Moreover, large tract developments have given way to smaller in-fill development or redevelopment. Often, these newer types of development are approved and permitted one single lot at a time but occur at many locations across the County. Although smaller, the widespread nature of these types of developments has an overall cumulative effect to the increase in volume and velocity of stormwater runoff. Accordingly, these increases adversely affect the quality of our stream networks across the County. Staff recommends including these practices into the County's general drainage improvement program making them eligible for pro rata share funding. Individually, LIDs provide smaller areas of treatment; however these are distributed systems that when combined or aggregated their treatment can mitigate increases in the volume and velocity of runoff caused by development countywide and their use are strongly encouraged by the new stormwater regulations.

Impervious area estimated at ultimate build-out is used in the rate calculation for pro rata share assessments. The impervious area estimated for ultimate build-out in the current pro rata share program was limited to methods available back in the 1990's.

Using modern GIS technology to assist in estimating future impervious area has revealed that the earlier methods over-estimated future impervious area. Staff recommends using the latest GIS technology in the calculation of the single countywide pro rata share assessment rate.

The proposed amendment to the PFM and revisions to the Pro Rata Share Agreement form are enabled under Va. Code Ann. § 15.2-2243.

G. PROPOSED AMENDMENT:

The amendment to Chapter 6 of the PFM incorporates the following provisions:

- A rationale for the removal of the restriction that pro rata share contributions collected in a given major watershed must fund off-site storm drainage improvements in the major watershed it was collected. Instead, collected pro rata share payments, aggregated countywide, will fund off-site storm drainage improvements countywide.

- A definition of the County's general drainage improvement program.

- A change in the status of pro rata share credits. Credits are no longer at the County's discretion. Credits are mandatory when on-site stormwater management and/or best management practices are installed.

- A methodology to reduce pro rata share assessments through the use of a crediting system. Credits to reduce the pro rata share assessment are based on the extent that on-site stormwater management and/or best management practices address water quality and water quantity. The percent reductions associated with the credits will be updated on an annual basis.

- The establishment of a single countywide pro rata share assessment rate and elimination of the 27 watershed-based pro rata share assessment rates in the calculation of the pro rata share assessment.

- An update of plan types that are submitted to the county for calculation of the pro rata share assessment and where payment of the pro rata share assessment is a condition of plan approval.

- A restriction on pro rata share assessments received prior to the effective date of the Board of Supervisors' adoption of the PFM amendment creating a single countywide rate. Funds collected prior to July 1, 2015 will continue to be kept in separate accounts until such time as they are expended for the watershed improvement program.

- A deletion of the provision regarding the disposition of pro rata share agreements that existed prior to July 1, 1990. This provision was acted upon as part of the implementation to the current program and therefore no longer applies.

H. REGULATORY IMPACT:

Minimal. The proposed amendment to PFM Chapter 6 simplifies both existing County procedures for establishing the pro rata share assessments and credits with minimal changes. Revisions to the Pro Rata Share Agreement form simplify the procedures used with the existing form.

I. ATTACHED DOCUMENTS:

Attachment A – Proposed amendment to Chapter 6 of the PFM
Attachment B – Proposed revisions to the Pro Rata Share Agreement form

Proposed Amendment to Chapter 6 (Storm Drainage)
of the
Public Facilities Manual

Deletions are shown as strikeouts and insertions are underlined.

Amend §6-0502 (General Policy) of the Public Facilities Manual to read as follows:

6-0502.1 The County's pro rata share program for off-site drainage improvements involves assessing new development and redevelopment for a proportionate share of the cost of off-site drainage improvements. It provides the County a funding source for the portion of the cost of drainage improvements necessitated by the increased runoff from new development and redevelopment. Offsetting environmental impacts caused by local increases in runoff has far-reaching implications. Restoration needs for the Potomac River and the Chesapeake Bay are caused in part by increased runoff from the surrounding counties and states as well as the County as a whole. From this standpoint, the general drainage improvement program implemented in Fairfax County is viewed as a single, consolidated effort towards restoring these important natural resources. To this end, the County ~~may~~ shall require pro rata share contributions for off-site storm drainage improvements ~~in all areas where pro rata share improvements have been planned~~ as part of ~~the~~ its general drainage improvement program.

6-0502.2 The County's general drainage improvement program is a tabulation of all the capital drainage improvement projects and their associated costs that are eligible for pro rata share funding. Specifically included are projects that mitigate flooding and environmental stream degradation caused by land disturbing activities that increase impervious cover. Also included are projects and studies related to the development of County watershed management plans. The inventory of included projects is not static over time. Projects are removed as they are completed and projects are included as they are identified. The majority of projects within the County's general drainage improvement program are from the County's adopted watershed management plans. Projects that address routine maintenance are not included in the general drainage improvement program as they are not necessitated by development or redevelopment.

6-0502.~~2~~3 Pro rata share payments ~~will not~~ shall be reduced using the crediting system described in § 6-0605 and are based on a development ~~providing~~ meeting normal on-site ~~detention/BMP~~ stormwater management requirements.

6-0502.4 Pending the availability of pro rata share monies, developer costs for ~~off-site~~ construction of drainage improvements available for off-site drainage such as, but not limited to, the ~~or~~ implementation of a regional detention pond may be considered for a pro rata share assessment reduction and/or reimbursement. Developer reimbursement will be facilitated only by written agreement executed with the Board prior to construction plan approval. The developer's maximum amount of a pro rata share assessment reduction and/or reimbursement will be limited to the developer costs which are over and above the normal costs that would be incurred in developing the property. Subject to available funding, ~~T~~the maximum amount of annual pro rata share reimbursement to a

developer would be established in the reimbursement agreement. ~~Generally, the annual reimbursement to any individual developer would be based on the relationship of the developer's excess costs to the total costs of all improvements required in the watershed coupled with the actual amount of pro rata monies collected in any given year.~~ Pro rata share reimbursements will start after completion of the drainage improvements by the developer and acceptance of the improvements by the County. The reimbursements will continue for a maximum of 15 years pursuant to the written agreement.

Amend §6-0601 (General Requirements) of the Public Facilities Manual to read as follows:

6-0601.1 (36-92-PFM) Development ~~within a watershed~~ involving a change of land use therein normally results in an increase in impervious areas resulting in a greater quantity as well as a more rapid and frequent concentration of stormwater runoff and the discharge of pollutants associated with the development.

6-0601.2 (36-92-PFM) The construction of storm drainage improvements is required ~~along waterway~~s as ~~watershed~~ development progresses to alleviate flood damage, arrest deterioration of existing drainageways and minimize environmental damage to the ~~downstream~~ receiving waters within Fairfax County as well as the Potomac River and the Chesapeake Bay.

6-0601.3 The extent and character of such improvements shall be designed to provide for the adequate correction of deficiencies.

~~6-0601.4 Improvements shall extend downstream to a point where damages to existing properties ascribable to the additional runoff are minimized.~~

6-0601.~~5~~4 The purpose and intent is to require a developer of land to pay ~~his~~ a pro rata share of the cost of providing reasonable and necessary drainage facilities, as identified in the general drainage improvement program of Fairfax County, located outside the property limits of the land owned or controlled by the developer, but necessitated or required, at least in part, by the construction or improvement of his subdivision or development. The collected pro rata share payments, aggregated County-wide, will fund the drainage facilities needed to minimize environmental damage to the receiving waters within Fairfax County as well as the Potomac River and the Chesapeake Bay.

Amend §6-0602 (Pro Rata Share Studies) of the Public Facilities Manual to read as follows:

6-0602.1 ~~When directed to do so by the County Executive, t~~The Director of DPWES or ~~his~~ a designee shall study and compute the total estimated cost of the general drainage improvement program projects required to serve the ~~watershed~~ County when ~~and if such watershed~~ the County is fully developed in accordance with the adopted comprehensive land use plan ~~for the watershed~~ or the current zoning of the land, whichever is higher.

6-0602.2 The total estimated cost of projects within the general drainage improvement program shall include design, land acquisition, utility relocation, construction, and administrative costs ~~for the projects contained in the improvement program~~.

~~6-0602.3 The computation of total estimated costs shall include any engineering study for the watershed or improvement program.~~

6-0602.4~~3~~ When this cost is computed it shall be updated ~~every six months~~ annually by applying the Engineering News Record Construction Cost index value to ~~the construction~~ project and study costs contained within the general drainage improvement program.

~~6-0602.5 The above study with its attendant cost figures shall constitute the general improvement program for the affected watershed.~~

Amend § 6-0603 (General Drainage Improvement Program), where insertions are underlined and deletions are shown as strikeouts, to read as follows:

(36-92-PFM) ~~When a general drainage improvement program has been established, a~~ The pro rata share of the total cost of the general drainage improvement program shall be determined as follows:

6-0603.1 The County shall determine the estimated ~~increased~~ volume and velocity of stormwater runoff, expressed as ~~an increase in~~ impervious area, for the ~~watershed~~ County when fully developed in accordance with the adopted comprehensive land use plan or the current zoning of the land within the County, whichever is higher.

6-0603.2 The total estimated cost of the general drainage improvement program for the ~~watershed~~ County divided by the ~~increase in~~ impervious area for the ~~watershed~~ County when fully developed in accordance with the adopted comprehensive land use plan or the current zoning of the land within the County, whichever is higher, shall be computed by the County to determine the pro rata share assessment rate ~~for that watershed~~.

~~6-0603.3 The developer shall determine the increase in impervious area for the development. If the development is located within more than one major watershed, then the developer shall determine the increase in impervious area for each portion of the development which lies within each major watershed. The major watersheds are defined on the County's 1 inch = 4,000 feet Watersheds Map. A specific site must be divided into drainage areas conforming to the major watershed boundaries. The total site area within each major watershed must be included in the computation whether it is controlled by a storm sewer, detention/retention runoff facility, BMP, or sheet runoff design. Pro rata share reduction will not be allowed for normal on-site detention/BMP requirements.~~

6-0603.4~~3~~ The developer shall provide the computations showing the increase in impervious area for the development ~~to~~ within the County as part of plan submittal requirements including, but not limited to, the submittal of subdivision construction plans, site plans, infill lot grading plans, conservation plans, rough grading plans and

public improvement plans ~~and development plan submittal requirements~~. The County will compute the developer's base pro rata share assessment by multiplying the ~~respective watershed~~ pro rata share assessment rate by the increase in impervious area for the development~~'s increase in impervious area~~. The pro rata share assessment rate~~s~~ ~~are~~ is available ~~in~~ from ~~the~~ ~~Site~~ Land Development Services ~~and Inspections Division~~, DPWES.

Amend § 6-0604 (Pro Rata Share Payments), where insertions are underlined and deletions are shown as strikeouts, to read as follows:

6-0604.1 The payment of the pro rata share assessment shall be due prior to the approval of plans including, but not limited to, subdivision construction plans, site plans, infill lot grading plans, conservation plans, rough grading plans and ~~or~~ public improvement plans ~~approval~~.

6-0604.2 When development occurs in a subdivision which has been previously approved and where no pro rata share assessment has been paid, or where a landowner is improving an existing lot which results in an increase in impervious area, the payment of the pro rata share assessment shall be made before the issuance of any building permits, in accordance with State and County codes.

6-0604.3 The pro rata share assessments received prior to the Board of Supervisors' adoption of pro rata share amendments creating a single County-wide rate shall be kept in separate accounts for each of the watershed improvement programs until such time as they are expended for the watershed improvement program.

6-0604.~~4~~ Payments received after the Board of Supervisors' adoption of amendments creating a single County-wide rate shall be expended only for the established ~~watershed~~ general drainage improvement program ~~for which the payment was calculated~~. Any interest that accrues on such payments shall accrue to the benefit of the County.

~~6-0604.5 All storm drainage pro rata share accounts existing as of Oct. 1, 1992, were abolished by transferring assets into separate funds for the support of each separate respective watershed improvement program. After the transfer of such assets, depositors who had met the terms of any pro rata share agreements prior to July 1, 1990, received any outstanding interest which had accrued up to the date of transfer, and were released from any further obligation under those existing agreements. All transferred assets became the sole property of the County.~~

Insert a new § 6-0605 (Pro Rata Share Credits) to read as follows:

6-0605.1 Pro rata share payments shall be reduced by using the crediting system described herein. For the purposes of this section, the term "on-site" is defined to include sites that are part of a larger common plan of development or sale.

6-0605.2 Credit for fully meeting water quality regulations using on-site BMPs. A developer meeting or exceeding the required water quality regulations through the use of approved on-site BMPs shall receive a credit so as to reduce the developer's pro rata share assessment. The maximum credit will be a percentage of the developer's base pro rata share assessment. The maximum-credit percentage will be recalculated annually by the County based on the projects in its general drainage improvement program related to improving water quality.

6-0605.3 Credit for partially meeting water quality regulations using on-site BMPs. A developer complying with water quality regulations through the acquisition of nutrient offset credits shall not receive a pro rata share credit for the offset portion. The credit amount calculated using the procedure in § 6-0605.2 shall be limited to an amount proportional to the phosphorus load reduction achieved on-site as compared to the phosphorus load reduction required to be fully compliant.

6-0605.4 Credit for providing water quantity retention using on-site stormwater management. A developer providing on-site water quantity retention through the use of approved on-site stormwater management shall receive a credit so as to reduce the developer's pro rata share assessment. The County will calculate the credit by multiplying the total number of rainfall inches retained on-site by an annually determined rate. The maximum credit will be limited to the retention of the 100-year storm. The rate for this credit will be recalculated each year by the County based on the projects in its general drainage improvement program related to managing water quantity.

6-0605.5 Credit will not be provided for a development that is fully exempt from providing on-site water quality or water quantity controls.

6-0605.6 Pro rata share assessment payment reduction. The total allowed credit is the summation of both the credit for water quality and the credit for water quantity. The developer's final pro rata share assessment will be an amount equal to the base pro rata share assessment minus the total allowed credit received.

Amend the Public Facilities Manual, Table of Contents, to insert new § 6-0605 (Pro Rata Share Credits).

Attachment B

Service District:_____ Map Reference:_____

PRO RATA SHARE AGREEMENT

This agreement, made this _____day of _____, _____,
by and between _____,
a _____, hereinafter
called "Developer," and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "Board."

WITNESSETH:

WHEREAS, Developer desires approval of plans for a project known as _____

_____

Plan No._____; and

WHEREAS, the Board desires to ensure the payment of the Developer's Pro Rata Share for the cost of drainage facilities necessitated or required, at least in part, by the above development (hereinafter called "Pro Rata Share"); and

WHEREAS, payment of Developer's Pro Rata Share is a condition precedent to the approval of Developer's plans; and

WHEREAS, Developer desires to deposit his Pro Rata Share with the Board;

NOW, therefore, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the Director of the Department of Public Works and Environmental Services or his designated agent hereinafter called "Director" ~~County~~ and the issuance of permits for the work proposed to be done thereunder, the parties hereto agree as follows:

1. Developer has deposited with the Board, and the Board by its execution hereof acknowledges that it holds the sum of _____U.S. Dollars ($_____) as the Developer's Pro Rata Share, under and subject to the terms of this Agreement.

2. Developer and Board agree that an estimated cost of a drainage improvement program for the County of Fairfax _____ ~~watershed~~ has been established ~~and is located within said watershed~~. Developer and Board further agree that Developer's Pro Rata Share equals the proportion of the total estimated cost of the drainage improvement program to be borne by the Developer, minus any applicable credit for providing on-site stormwater management facilities and best management practices.

3. It is expressly agreed by all parties hereto that it is the purpose and intent of this Agreement to ensure the availability of the Developer's Pro Rata Share at such time as it is required for the construction of the necessary drainage facilities located beyond the land controlled by the Developer.

4. It is expressly agreed by the parties hereto that the amount shall be disbursed by the Board only upon receipt of a written request from the Director ~~of the Department of Public Works and Environmental Services or his designated agent~~.

Disbursement shall be made only to the Director of Finance, County of Fairfax, and forwarded to the Director of the Department of Public Works and Environmental Services, within ten days of receipt of the request.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed on their behalf.

Developer:_____

Authorized Signatory:_____

Printed Name and Title:_____

Address:_____

_____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Director, Department of Public Works and Environmental Services or designee

CE No.:_____

Date:_____

Board Agenda Item
December 2, 2014

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Westmoreland Street @ Old Chesterbrook Road Phase II Improvements (Dranesville District)

ISSUE:
Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project ST-000003-044 (PPTF01 – 04400B) - Westmoreland Street @ Old Chesterbrook Road Phase II Improvements, Fund 400-C40011,County & Regional Transportation Projects.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for January 13, 2015, commencing at 4:30 p.m.

TIMING:
Board action is requested on December 2, 2014, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

BACKGROUND:
The County is planning to realign the intersection of Westmoreland Street and Old Chesterbrook Road and extend the sidewalk along Westmoreland Street to Dillon Avenue. The project includes asphalt pavement, curb and gutter, five-foot wide sidewalk, and upgraded storm drainage system, including a culvert extension.

Land rights for these improvements are required on four properties. The construction of the project requires the acquisition of dedications for public street purposes, and grading agreement and temporary construction easements.

Negotiations are in progress with the owners of these properties; however, because resolution of these acquisitions is not imminent, it may become necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on

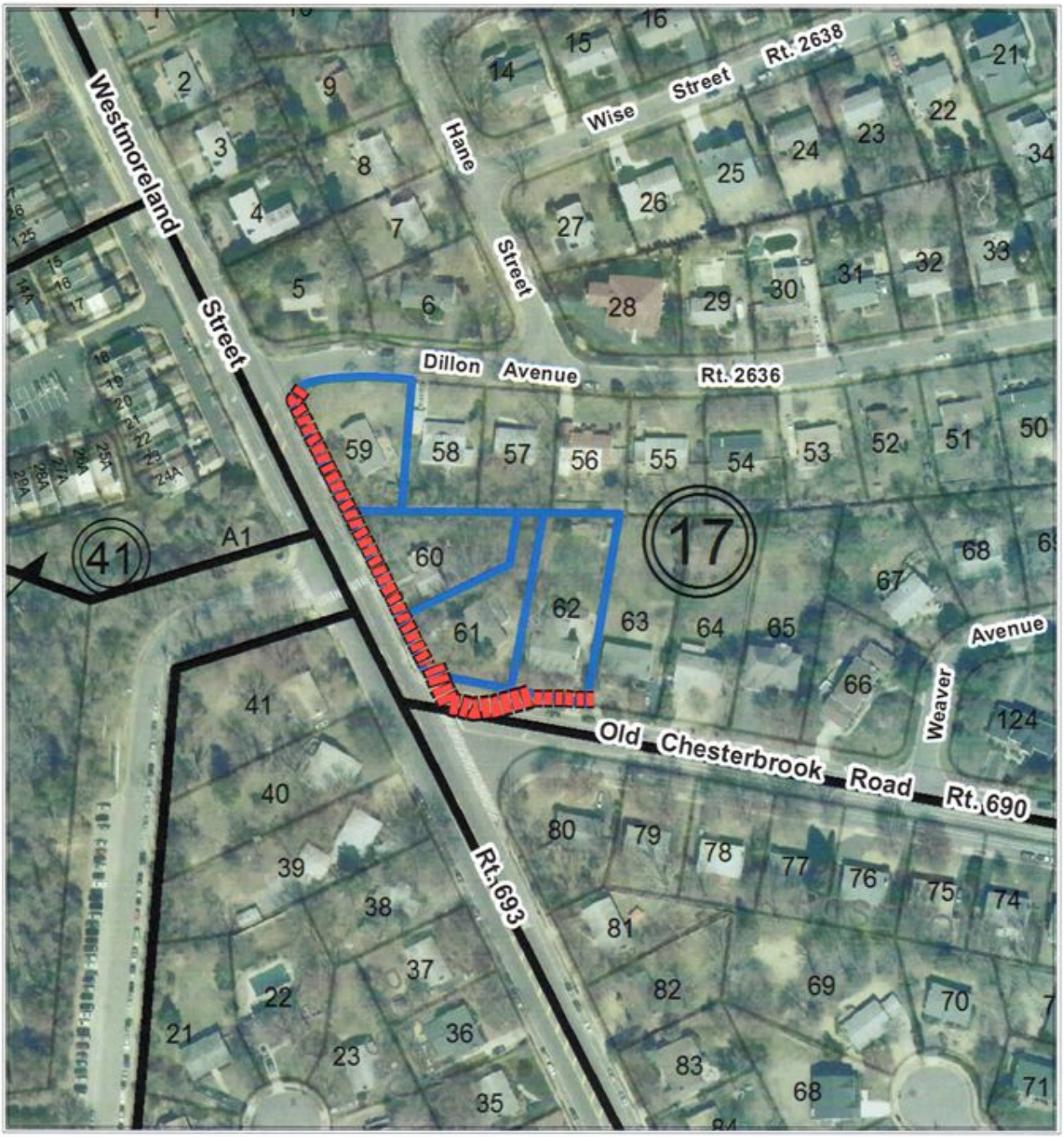
schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 and 15.2-1905 (2012). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:
Funding is currently available in Project ST-000003-044 (PPTF01-04400B) - Westmoreland Street @ Old Chesterbrook Road Phase II Improvements, Fund 400-C40011, County & Regional Transportation Projects. No additional funds are required at this time for land acquisition.

ENCLOSED DOCUMENTS:
Attachment A - Project Location Map
Attachment B - Listing of Affected Properties

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

ATTACHMENT A



WESTMORELAND STREET AT OLD CHESTERBROOK ROAD-PHASE II IMPROVEMENTS

Tax Map: 30-4

Project ST-000003-044
Dranesville District

Affected Properties:

Proposed Improvements:

0 0.0175 0.035 0.07 Miles

ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project ST-000003-044 (PPTF01-04400B) – Westmoreland Street @ Old Chesterbrook Road Phase II Improvements
(Dranesville District)

PROPERTY OWNER(S)	TAX MAP NUMBER
1. Ja Kyoung Jun Address: 1567 Westmoreland Street McLean, Virginia 22101	030-4-17-0059
2. Margery Kendall Law Clint Dale Law Address: 1571 Westmoreland Street McLean, Virginia 22101	030-4-17-0060
3. Joseph T. Yap, Trustee Mary A. Yap, Trustee Address: 1573 Westmoreland Street McLean, Virginia 22101	030-4-17-0061
4. Lawrence C. O'Connor Tina M. O'Connor Address: 6826 Old Chesterbrook Road McLean, Virginia 22101	030-4-17-0062

Board Agenda Item
December 2, 2014

ADMINISTRATIVE – 9

Authorization to Advertise Proposed Amendments to Chapter 124 (Stormwater Management Ordinance), Chapter 101 (Subdivision Ordinance), and Appendix Q (Land Development Services Fees) of The Code of the County of Fairfax, Virginia Re: Implementation of the Virginia Stormwater Management Act and Virginia Stormwater Management Program Regulation

ISSUE:
Board of Supervisors' authorization to advertise proposed amendments to Chapter 124 (Stormwater Management Ordinance), Chapter 101 (Subdivision Ordinance), and Appendix Q (Land Development Services Fees) of *The Code of the County of Fairfax, Virginia*. The proposed amendments implement the Virginia Stormwater Management Act (Va. Code Ann. § 62.1-44.15:24, et seq.) and Virginia Stormwater Management Program (VSMP) Regulation (9 VAC 25-870 et seq.).

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of the proposed amendments to *The Code of the County of Fairfax, Virginia* as set forth in the Staff Report dated December 2, 2014.

The proposed amendments have been prepared by the Department of Public Works and Environmental Services and coordinated with the Office of the County Attorney.

TIMING:
Board action is requested on December 2, 2014, to provide sufficient time to advertise public hearings on January 8, 2015, before the Planning Commission and on February 17, 2015, before the Board.

BACKGROUND:
On January 28, 2014, the Board adopted Chapter 124 (Stormwater Management Ordinance) and amendments to Chapters 101 (Subdivision Ordinance), 104 (Erosion and Sedimentation Control), 112 (Zoning Ordinance), 118 (Chesapeake Bay Preservation Ordinance), and Appendix Q (Land Development Services Fees) of *The Code of the County of Fairfax, Virginia* (County Code); repealed Chapters 105 (Pollution of State Waters) and 106 (Storm Drainage) of the County Code; and adopted amendments to the Public Facilities Manual (PFM) all of which became effective on July

1, 2014. After adoption, the new Stormwater Management Ordinance, amendments to the County Code, amendments to the PFM, and related materials were transmitted to the Department of Environmental Quality (DEQ) for review and approval of the County's Virginia Stormwater Management Program (VSMP) by the State Water Control Board (SWCB) in accordance with § 62.1-44.15:27(G) of the Virginia Stormwater Management Act. On July 1, 2014, the County received provisional approval of its VSMP from DEQ acting on behalf of the SWCB (Attachment 1). As part of their consistency review DEQ has requested that the County make some minor changes to the Stormwater Management Ordinance.

Amendments to the Virginia Stormwater Management Act (HB 1173) were enacted by the General Assembly during the 2014 legislative session (Chapter 303 of the 2014 Acts of Assembly). The amendments to the Stormwater Management Act eliminate requirements for state permit registration statements for the construction of single family detached residential structures, eliminate or reduce some permit fees for the construction of single family detached residential structures, and clarify appeals procedures for decisions made by localities. On June 26, 2014, the SWCB adopted amendments to the Virginia Stormwater Management Regulation (9VAC25-870 et seq.) and the General Permit for Discharges of Stormwater from Construction Activities (9VAC25-880 et seq.) to implement the changes to the Virginia Stormwater Management Act.

The proposed amendments to the Stormwater Management Ordinance, Subdivision Ordinance, and Appendix Q of the County Code have been prepared in response to DEQ's consistency review and the changes to the Virginia Stormwater Management Act and amended regulations. The proposed amendments include some clarifications of existing ordinance language generated by staff. Because of the primacy of state law over local ordinances, the changes related to state permit registration statements in HB 1173 went into effect on July 1, 2014.

PROPOSED AMENDMENTS:

Chapter 124 (Stormwater Management Ordinance):
The proposed amendments include the following:

- Definitions were amended for consistency with the regulations.

- Definitions were added for consistency with the regulations.

- A minor change to one of the exemptions was made for consistency with the regulations. The change clarifies that the common plan of development or sale referred to in the exemption is one that disturbs one acre or greater of land.

- New provisions were added and existing provisions were modified indicating that registration statements are not required for coverage under the General Permit for Discharges of Stormwater from Construction Activities for construction activity involving a single-family detached residential structure, within or outside a common plan of development or sale. These changes implement the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

- Requirements were added that a stormwater management plan approved for a residential, commercial, or industrial subdivision governs the development of the individual parcels, including those parcels developed under subsequent owners and that a note be placed on the subdivision plat stating that individual parcels shall be developed in accordance with the approved stormwater management plan for the subdivision. These changes implement the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

- The appeals procedure has been rewritten to streamline it and eliminate the requirement for the Director of DPWES to appoint a hearing officer. The Director or his designee will evaluate and act on appeals. The final decision of the Director will still be subject to review by appeal to the Circuit Court of Fairfax County, Virginia.

- A clarification was added to the requirements for grandfathered projects and projects subject to time limits that BMPs for such projects are subject to current requirements for testing, inspection, plan submission, and dam standards in effect at the time of plan submission.

Chapter 101 (Subdivision Ordinance)

The proposed amendment adds a requirement for a note on the final subdivision plat stating that individual parcels shall be developed in accordance with the approved stormwater management plan for the subdivision. This change implements the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

Appendix Q
The proposed amendments include the following:

- A clarification that a permit fee is not required for Chesapeake Bay Preservation Act land-disturbing activities exempt from the Stormwater Management Ordinance under §124-1-7 of the ordinance has been added.

- Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities for Small Construction Activity/Land Clearing for: 1) areas within common plans of development or sale with land-disturbance acreage less than one acre; and 2) sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres for construction of single-family detached residential structures have been set at $0.

- Fees for annual permit maintenance for Chesapeake Bay Preservation Act land-disturbing activities have been set at $0 eliminating the existing $20 permit maintenance fee. Such land-disturbing activities rarely take a year to complete construction and collection of the fee is not considered cost effective.

- Fees for annual permit maintenance for: 1) areas within common plans of development or sale with land-disturbance acreage less than one acre; and 2) sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres for construction of single-family detached residential structures have been set at $0.

These changes implement the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

REGULATORY IMPACT:
The minor changes to the Stormwater Management Ordinance resulting from DEQ's consistency review of the ordinance have no regulatory impact. The changes to the Stormwater Management Ordinance resulting from changes to the Stormwater Management Act reduce the regulatory burden for the construction of single family detached residential structures by eliminating the requirement to submit registration statements for state permits for discharges of stormwater from construction activities. It is noted that only the submission of the registration statement has been eliminated and that the construction is still subject to the General Permit for Discharges of Stormwater from Construction Activities.

FISCAL IMPACT:
The fiscal impact of the changes to the permit fees for discharges of stormwater from construction activities is insignificant. These fees are basically for the paperwork

involved in administering the permit program. Collection of these small fees is generally not cost effective. Fees for plan review and inspection are accounted for elsewhere in the fee schedule and are unchanged.

ENCLOSED DOCUMENTS:
Attachment 1 – Provisional Approval of County VSMP, July 1, 2014, Letter from DEQ
Attachment 2 - Staff Report Dated December 2, 2014

STAFF:
Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey Clark, Acting Deputy Director, DPWES

Attachment 1

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Street address: 629 East Main Street, Richmond, Virginia 23219
Mailing address: P.O. Box 1105, Richmond, Virginia 23218
Fax: 804-698-4019 - TDD (804) 698-4021
www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

(804) 698-4020
1-800-592-5482

July 1, 2014

Edward L. Long, Jr., County Executive
Fairfax County
12000 Government Center Parkway Suite 552
Fairfax, VA 22035

Dear Mr. Long:

In accordance with §62.1-44.15:27 G of the Virginia Stormwater Management Act (Act), the Department of Environmental (DEQ) has completed its review of Fairfax County's final Virginia Stormwater Management Program (VSMP) application package submitted on June 27, 2014. Based on this review, DEQ has determined that the Fairfax County's VSMP is consistent with the requirements of the Act and the VSMP regulation in place prior to the 2014 session of the General Assembly. As you know, the General Assembly made changes to the Act during this past session that were signed into law on March 24, 2014.

Because these amendments to the Act were made late in the VSMP development process, DEQ recognizes that you were unable to include these revisions in your VSMP application package and grants provisional approval of Fairfax County's VSMP. This provisional approval is conditioned upon your locality making the required revisions operational by July 1, 2014, and authorizes the County to operate a VSMP on July 1, 2014. When the required revisions are made, DEQ will provide the final approval of the County's VSMP.

Thank you for your cooperation in developing a VSMP. We look forward to continuing to assist the County with the implementation of its VSMP.

Sincerely,

Melanie D. Davenport

Melanie D. Davenport
Director, Water Division DEQ

C: Melanie Davenport, Director, Water Division
Frederick Cunningham, Director, Office of Water Permits
Joan Salvati, Manager, Local Government Stormwater Programs

Attachment 2

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

- [x] PROPOSED COUNTY CODE AMENDMENT
- [ ] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Proposed Amendments to Chapter 124 (Stormwater Management Ordinance), Chapter 101 (Subdivision Ordinance), and Appendix Q (Land Development Services Fees) of The Code of the County of Fairfax, Virginia Re: Implementation of the Virginia Stormwater Management Act (Va. Code Ann. § 62.1-44.15:24, et seq.) and Virginia Stormwater Management Program (VSMP) Regulation (9 VAC 25-870 et seq.).

Authorization to Advertise	December 2, 2014
Planning Commission Hearing	January 8, 2015
Board of Supervisors Hearing	February 17, 2015
Prepared by:	Code Development and Compliance Division JAF (703) 324-1780 December 2, 2014

STAFF REPORT

A. Issues:

Adoption of proposed amendments to Chapter 124 (Stormwater Management Ordinance), Chapter 101 (Subdivision Ordinance), and Appendix Q (Land Development Services Fees) of The Code of the County of Fairfax, Virginia. The new ordinance and proposed amendments implement the Virginia Stormwater Management Act (Va. Code Ann. § 62.1-44.15:24, et seq.) and Virginia Stormwater Management Program (VSMP) Regulation (9 VAC 25-870 et seq.).

B. Recommended Action:

Staff recommends that the Board of Supervisors (the Board) adopt the proposed amendments to Chapter 124 (Stormwater Management Ordinance), Chapter 101 (Subdivision Ordinance), and Appendix Q (Land Development Services Fees) of The Code of the County of Fairfax, Virginia. The proposed amendments implement the Virginia Stormwater Management Act (Va. Code Ann. § 62.1-44.15:24, et seq.) and Virginia Stormwater Management Program (VSMP) Permit Regulations (9 VAC 25-870 et seq.).

C. Timing:

Board of Supervisors authorization to advertise – December 2, 2014

Planning Commission Public Hearing – January 8, 2015

Board of Supervisors Public Hearing – February 17, 2015

Effective Date – February 18, 2015, at 12:01 a.m.

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed amendments have been prepared by the Department of Public Works and Environmental Services and coordinated with the Office of the County Attorney.

F. Background:

On January 28, 2014, the Board adopted Chapter 124 (Stormwater Management Ordinance) and amendments to Chapters 101 (Subdivision Ordinance), 104 (Erosion and Sedimentation Control), 112 (Zoning Ordinance), 118 (Chesapeake Bay Preservation Ordinance), and Appendix Q (Land Development Services Fees) of *The Code of the County of Fairfax, Virginia* (County Code); repealed Chapters 105 (Pollution of State Waters) and 106 (Storm Drainage) of the County Code; and adopted amendments to the Public Facilities Manual (PFM) all of which became effective on July 1, 2014. After adoption, the new Stormwater Management Ordinance, amendments to the County Code, amendments to the PFM, and related

materials were transmitted to the Department of Environmental Quality (DEQ) for review and approval of the County's Virginia Stormwater Management Program (VSMP) by the State Water Control Board (SWCB) in accordance with § 62.1-44.15:27(G) of the Virginia Stormwater Management Act. On July 1, 2014, the County received provisional approval of its VSMP from DEQ acting on behalf of the SWCB (Attachment 1). As part of their consistency review DEQ has requested that the County make some minor changes to the Stormwater Management Ordinance.

Amendments to the Virginia Stormwater Management Act (HB 1173) were enacted by the General Assembly during the 2014 legislative session (Chapter 303 of the 2014 Acts of Assembly). The amendments to the Stormwater Management Act eliminate requirements for state permit registration statements for the construction of single family detached residential structures, eliminate or reduce some permit fees for the construction of single family detached residential structures, and clarify appeals procedures for decisions made by localities. On June 26, 2014, the SWCB adopted amendments to the Virginia Stormwater Management Regulation (9VAC25-870 et seq.) and the General Permit for Discharges of Stormwater from Construction Activities (9VAC25-880 et seq.) to implement the changes to the Virginia Stormwater Management Act.

The proposed amendments to the Stormwater Management Ordinance, Subdivision Ordinance, and Appendix Q of the County Code have been prepared in response to DEQ's consistency review and the changes to the Virginia Stormwater Management Act and amended regulations. The proposed amendments include some clarifications of existing ordinance language generated by staff. Because of the primacy of state law over local ordinances, the changes related to state permit registration statements in HB 1173 went into effect on July 1, 2014.

G. Proposed Amendments

Key elements of the County's proposed ordinance and amendments to existing ordinances are presented below.

Chapter 124 (Stormwater Management Ordinance):
The proposed amendments include the following:

- Definitions were amended for consistency with the regulations.
- Definitions were added for consistency with the regulations..
- A minor change to one of the exemptions was made for consistency with the regulations. The change clarifies that the common plan of development or sale referred to in the exemption is one that disturbs one acre or greater of land.
- New provisions were added and existing provisions were modified indicating that registration statements are not required for coverage under the General

Permit for Discharges of Stormwater from Construction Activities for construction activity involving a single-family detached residential structure, within or outside a common plan of development or sale. These changes implement the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

- Requirements were added that a stormwater management plan approved for a residential, commercial, or industrial subdivision governs the development of the individual parcels, including those parcels developed under subsequent owners and that a note be placed on the subdivision plat stating that individual parcels shall be developed in accordance with the approved stormwater management plan for the subdivision. These changes implement the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

- The appeals procedure has been rewritten to streamline it and eliminate the requirement for the Director of DPWES to appoint a hearing officer. The Director or his designee will evaluate and act on appeals. The final decision of the Director will still be subject to review by appeal to the Circuit Court of Fairfax County, Virginia.

- A clarification was added to the requirements for grandfathered projects and projects subject to time limits that BMPs for such projects are subject to current requirements for testing, inspection, plan submission, and dam standards in effect at the time of plan submission.

Chapter 101 (Subdivision Ordinance):

The proposed amendment adds a requirement for a note on the final subdivision plat stating that individual parcels shall be developed in accordance with the approved stormwater management plan for the subdivision. This change implements the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

Appendix Q
The proposed amendments include the following:

- A clarification that a permit fee is not required for Chesapeake Bay Preservation Act land-disturbing activities exempt from the Stormwater Management Ordinance under §124-1-7 of the ordinance has been added.

- Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities for Small Construction Activity/Land Clearing for: 1) areas within common plans of development or sale with land-disturbance acreage less than one acre; and 2) sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five

acres for construction of single-family detached residential structures have been set at $0.

- Fees for annual permit maintenance for Chesapeake Bay Preservation Act land-disturbing activities have been set at $0 eliminating the existing $20 permit maintenance fee. Such land-disturbing activities rarely take a year to complete construction and collection of the fee is not considered cost effective.

- Fees for annual permit maintenance for: 1) areas within common plans of development or sale with land-disturbance acreage less than one acre; and 2) sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres for construction of single-family detached residential structures have been set at $0.

These changes implement the amendments to the Virginia Stormwater Management Act enacted by the General Assembly during the 2014 legislative session.

H. Regulatory Impact:

The minor changes to the Stormwater Management Ordinance resulting from DEQ's consistency review of the ordinance have no regulatory impact. The changes to the Stormwater Management Ordinance resulting from changes to the Stormwater Management Act reduce the regulatory burden for the construction of single family detached residential structures by eliminating the requirement to submit registration statements for state permits for discharges of stormwater from construction activities. It is noted that only the submission of the registration statement has been eliminated and that the construction is still subject to the General Permit for Discharges of Stormwater from Construction Activities.

H. Fiscal Impact:

The fiscal impact of the changes to the permit fees for discharges of stormwater from construction activities is insignificant. These fees are basically for the paperwork involved in administering the permit program. Collection of these small fees is generally not cost effective. Fees for plan review and inspection are accounted for elsewhere in the fee schedule and are unchanged.

I. Attached Documents:

Attachment A – Amendments to Chapter 124 (Stormwater Management Ordinance)
Attachment B – Amendments to Chapter 101 (Subdivision Ordinance)
Attachment C – Amendments to Appendix Q (Land Development Services Fees)

ATTACHMENT A

PROPOSED AMENDMENTS
TO
CHAPTER 124 (STORMWATER MANAGEMENT ORDINANCE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 1, General Provisions, Section 124-1-5, Definitions, by revising the following definitions, to read as follows:

"General ~~p~~Permit" means ~~the~~ a state permit ~~titled General (VPDES) Permit for Discharges from Construction Activities found in Part XIV of the Regulations (9VAC25-880-1 et seq.)~~ authorizing a category of discharges under the CWA and the Act within a geographical area ~~of the Commonwealth of Virginia~~.

"Hydrologic Unit Code" or "HUC" means a watershed unit established in the most recent version of Virginia's 6th Order National Watershed Boundary Dataset unless specifically identified as another order.

"Municipal separate storm sewer ~~system~~" ~~or "MS4"~~ means a conveyance or system of conveyances otherwise known as a municipal separate storm sewer system, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains:

1. Owned or operated by a federal, state, city, town, county, district, association, or other public body, created by or pursuant to state law, having jurisdiction or delegated authority for erosion and sediment control and stormwater management, or a designated and approved management agency under § 208 of the CWA that discharges to surface waters;
2. Designed or used for collecting or conveying stormwater;
3. That is not a combined sewer; and
4. That is not part of a publicly owned treatment works.

"Natural stream" means a tidal or nontidal watercourse that is part of the natural topography. It usually maintains a continuous or seasonal flow during the year and is characterized as being irregular in cross-section with a meandering course. ~~Natural streams may include sections of braided channels or wetlands as determined by the Director.~~ Constructed channels such as drainage ditches or swales shall not be considered natural streams; however, channels designed utilizing natural channel design concepts may be considered natural streams.

"Operator" means the owner or operator of any facility or activity subject to the Act, the Regulations, and this Chapter. In the context of stormwater associated with a large or small construction activity, operator means any person associated with a construction project that meets either of the following two criteria: (i) the person has direct operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications or (ii) the person has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a stormwater pollution prevention plan for

the site or other state permit or VSMP authority permit conditions (i.e., they are authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or comply with other permit conditions). In the context of stormwater discharges from Municipal Separate Storm Sewer Systems (MS4s), operator means the operator of the regulated MS4 system.

"Site" means the land or water area where any facility or land-disturbing activity is physically located or conducted, ~~a parcel of land being developed, or a designated area of a parcel of land being developed,~~ including adjacent land used or preserved in connection with the facility or land-disturbing activity. Areas channelward of mean low water in tidal Virginia shall not be considered part of a site.

"Stormwater conveyance system" means a combination of drainage components that are used to convey stormwater discharge, either within or downstream of the land-disturbing activity. This includes:

(i) "Manmade stormwater conveyance system" means a pipe, ditch, vegetated swale, or other stormwater conveyance system constructed by man except for restored stormwater conveyance systems;

(ii) "Natural stormwater conveyance system" means the main channel of a natural stream and the flood-prone area adjacent to the main channel~~. Natural stormwater conveyance systems may include sections of braided channels or wetlands as determined by the Director~~; or

(iii) "Restored stormwater conveyance system" means a stormwater conveyance system that has been designed and constructed using natural channel design concepts. Restored stormwater conveyance systems include the main channel and the flood-prone area adjacent to the main channel.

Amend Article 1, General Provisions, Section 124-1-5, Definitions, by adding the following definitions, to read as follows:

"Large construction activity" means construction activity including clearing, grading and excavation, except operations that result in the disturbance of less than five acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Municipal separate storm sewer system" or "MS4" means all separate storm sewers that are defined as "large" or "medium" or "small" municipal separate storm sewer systems or designated under 9VAC25-870-380.A.1.

"Virginia Stormwater Management Program authority" or "VSMP authority" means the County of Fairfax, Virginia.

Amend Article 1, General Provisions, Section 124-1-7, Exemptions, by revising the

introductory paragraph, to read as follows:

Notwithstanding any other provisions of this Chapter, the following activities are exempt from the provisions of this Chapter, unless otherwise required by federal law:

Amend Article 1, General Provisions, Section 124-1-7, Exemptions, by revising exemption #4, to read as follows:

4. Land-disturbing activities that disturb less than or equal to 2,500 square feet except for land-disturbing activities that are part of a larger common plan of development or sale that disturbs one (1) acre or greater;

Amend Article 1, General Provisions, Section 124-1-10, Applicability of and Conflicts with Other Laws and Regulations, by revising subsection B, to read as follows:

B. Nothing in ~~the Regulations~~ this Chapter shall be construed as limiting the rights of other federal agencies, state agencies, or the County to impose more stringent technical criteria or other requirements as allowed by law.

Amend Article 1, General Provisions, Section 124-1-13, Chesapeake Bay Preservation Act Land-Disturbing Activity, by revising the last paragraph, to read as follows:

Single-family ~~residences separately built~~ detached residential structures, disturbing less than one acre and part of a larger common plan of development or sale that ultimately will disturb equal to or greater than one acre of land are authorized to discharge under the General Permit for Discharges of Stormwater from Construction Activities and are not required to submit a registration statement or the state portion of the permit fee~~, provided that the stormwater management plan for the larger common plan of development or sale provides permanent control measures (i.e. stormwater management facilities) encompassing the single-family residence~~.

Amend Article 2, General Administrative Criteria for Regulated Land-Disturbing Activities., Section 124-2-2, Permit Required, by revising it, to read as follows:

Section 124-2-2. Permit Required.

A. A person shall not conduct any land-disturbing activity without a stormwater permit. Permits will not be issued until the following items have been submitted to the County and approved by the Director as prescribed herein:

1. A permit application that includes a ~~s~~State ~~VSMP~~ ~~s~~Permit registration statement if such statement is required ~~except for Chesapeake Bay Preservation Act land-disturbing activities~~;
2. Evidence of ~~VSMP~~ State ~~p~~Permit coverage if State Permit coverage is required ~~except for Chesapeake Bay Preservation Act land-disturbing activities~~;

3. An erosion and sediment control plan in accordance with Chapter 104 of the Code; and
4. A stormwater management plan meeting the requirements of § 124-2-7.

B. No ~~p~~Permit shall be issued until the fees required to be paid pursuant to Article 3 of this Chapter are received, and the Applicant has provided surety for performance as required pursuant to § 124-2-4.

C. Permit applications shall be acted on within 60 days after submission of a complete application, as determined by the Director ~~it has been determined by the Director to be a complete application~~. The Director may either issue the ~~p~~Permit or deny the ~~p~~Permit and shall provide the applicant with a written ~~rationale~~ explanation for the denial. A~~ny~~ ~~p~~Permit application that has been previously disapproved shall be acted on within 45 days after ~~the~~ a revised and complete application, as determined by the Director, is ~~has been revised,~~ resubmitted for approval~~, and deemed complete~~.

D. Coverage under the General VPDES Permit for Discharges of Stormwater from Construction Activities is required for construction activities disturbing equal to or greater than one (1) acre of land including land-disturbing activities disturbing less than one (1) acre of land that are part of a larger common plan of development or sale that ultimately will disturb one (1) acre or more of land.

E. State Permit registration statements are required for land-disturbing activities that require coverage under the General VPDES Permit for Discharges of Stormwater from Construction Activities except for single-family detached residential structures that are within or outside a common plan of development or sale, even though such land-disturbing activities are subject to the General VPDES Permit for Discharges of Stormwater from Construction Activities.

Amend Article 2, General Administrative Criteria for Regulated Land-Disturbing Activities, Section 124-2-5, Monitoring, Reports, Investigations, and Inspections, by revising subsection A, to read as follows:

A. The Director (i) shall provide for periodic inspections of the installation of stormwater management measures, (ii) may require monitoring and reports from the person responsible for meeting the ~~p~~Permit conditions to ensure compliance with the ~~p~~Permit and to determine whether the measures required in the ~~p~~Permit provide effective stormwater management, and (iii) conduct such investigations and perform such other actions as are necessary to carry out the provisions of this Chapter.

Amend Article 2, General Administrative Criteria for Regulated Land-Disturbing Activities, Section 124-2-6, Stormwater Pollution Prevention Plan Requirements, by revising subsections A and F, to read as follows:

A. A stormwater pollution prevention plan shall include, but not be limited to, an approved erosion and sediment control plan, an approved stormwater management plan, a pollution prevention plan for regulated land-disturbing activities, and a description of any additional control measures necessary to address a TMDL pursuant to subsection E. The stormwater pollution prevention plan shall meet all requirements of 9VAC25-870-54 and 9VAC25-880-70.

F. The stormwater pollution prevention plan must address the following requirements as

specified in 40 CFR 450.21, to the extent otherwise required by state law or regulations and any applicable requirements of a ~~s~~Ptate ~~p~~Permit ~~in 9VAC25-880-1~~:

1. Control stormwater volume and velocity within the site to minimize soil erosion;
2. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
3. Minimize the amount of soil exposed during construction activity;
4. Minimize the disturbance of steep slopes;
5. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
6. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;
7. Minimize soil compaction and, unless infeasible, preserve topsoil;
8. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the County. In drought stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the County; and
9. Utilize outlet structures that withdraw water from the surface, unless infeasible, when discharging from basins and impoundments.

Amend Article 2, General Administrative Criteria for Regulated Land-Disturbing Activities, Section 124-2-7, Stormwater Management Plans, by revising subsection A, to read as follows:

A. A stormwater management plan shall be developed and submitted to the County. The stormwater management plan shall be implemented as approved or modified by the Director and shall be developed in accordance with the following:

1. A stormwater management plan for a land-disturbing activity shall apply the stormwater management technical criteria set forth in Article 4 or Article 5 as applicable to the entire land disturbing activity. Individual lots in new residential, commercial, or industrial developments, including those developed under subsequent owners, shall not be considered separate land-disturbing activities.
2. A stormwater management plan shall consider all sources of surface runoff and all sources of subsurface and groundwater flows converted to surface runoff.
3. Stormwater management plans shall meet all requirements of the PFM.

Amend Article 2, General Administrative Criteria for Regulated Land-Disturbing Activities, Section 124-2-7, Stormwater Management Plans, by adding subsection D, to

read as follows:

D. A stormwater management plan approved for a residential, commercial, or industrial subdivision shall govern the development of the individual parcels, including those parcels developed under subsequent owners. A note shall be placed on the subdivision plat stating that individual parcels shall be developed in accordance with the approved stormwater management plan for the subdivision.

Amend Article 3, Fees, Section 124-3-5, Permit Maintenance Fees, by revising it, to read as follows:

Section 124-3-5. Permit Maintenance Fees.

Annual permit maintenance fees for General Permits for Discharges of Stormwater from Construction Sites including expired permits that have been administratively continued and Chesapeake Bay Preservation Act land-disturbing activities shall be paid to the County by April 1st of each year ~~at such times and amounts as provided for in Appendix Q of the Code~~. With respect to the General Permit for Discharges of Stormwater from Construction Activities, these fees shall apply until the permit coverage is terminated

Amend Article 4, Technical Criteria for Regulated Land-Disturbing Activities, Section 124-4-4, Water Quantity, by revising subsection C, Flood Protection, criteria #4, to read as follows:

4. As an alternative to criteria 1 or 2 above, detention of stormwater may be provided that releases the postdevelopment peak flows for the 2-year 24-hour storm event and the 10-year 24-hour storm event at rates that are determined utilizing the method in § 124-4-4.B.3(a) or 3(b). If this method is used, the downstream review analysis shall be limited to providing cross-sections to show a defined channel, which may include sections of ~~natural~~ streams with braided channels or wetlands as determined by the Director, or man-made drainage facility, and checking for flooding of existing dwellings or buildings constructed under an approved building permit from the 100-year storm event for the extent of review described in § 124-4-4.C.6.

Amend Article 4, Technical Criteria for Regulated Land-Disturbing Activities, Section 124-4-5, Offsite Compliance Options, by revising subsection F, to read as follows:

F. In accordance with § 62.1-44.15:35F of the Code of Virginia, nutrient credits used pursuant to subsection A shall be generated in the same or adjacent eight-digit hydrologic unit code as defined by the United States Geological Survey as the permitted site ~~except as otherwise limited in subsection C~~. Nutrient credits outside the same or adjacent eight-digit hydrologic unit code may only be used if it is determined by the Director that no credits are available within the same or adjacent eight-digit hydrologic unit code when the Director accepts the final site design. In such cases, and subject to other limitations imposed in this section, credits available within the same tributary may be used. In no case shall credits from another tributary be used.

Amend Article 4, Technical Criteria for Regulated Land-Disturbing Activities, Section 124-

4-6, Design Storms and Hydrologic Methods, by revising subsection E, to read as follows:

E. For drainage areas of 200 acres or less, the modified Rational Method may be used for evaluating volumetric flows to stormwater conveyances.

Amend Article 4, Technical Criteria for Regulated Land-Disturbing Activities, by adding Section 124-4-10, Stormwater Management Impoundment Structures or Facilities, to read as follows:

Section 124-4-10. Stormwater Management Impoundment Structures or Facilities.

Stormwater management wet ponds and extended detention ponds that are not covered by the Impounding Structure Regulations (4VAC50-20) shall, at a minimum, be engineered for structural integrity for the 100-year storm event and shall comply with the requirements of § 6-1600 of the PFM.

Amend Article 5, Technical Criteria for Regulated Land-Disturbing Activities: Grandfathered Projects and Projects Subject to Time Limits on Applicability of Approved Design Criteria, Section 124-5-3, General, by revising subsection M, to read as follows:

M. Flood control and stormwater management facilities that drain or treat water from multiple development projects or from a significant portion of a watershed may be allowed in resource protection areas defined in the Chesapeake Bay Preservation Act provided such facilities are designed and constructed in accordance with the Stormwater Management Act and this ordinance, and provided that (i) the County has conclusively established that the location of the facility within the resource protection area is the optimum location; (ii) the size of the facility is the minimum necessary to provide necessary flood control, stormwater treatment, or both; and (iii) the facility must be consistent with a comprehensive stormwater management plan developed and approved in accordance with § 124-4-9 or with a VSMP that has been approved prior to July 1, 2012, by the State Water Control Board, the Chesapeake Bay Local Assistance Board prior to its abolishment on July 1, 2012, or the Board of Conservation and Recreation; (iv) all applicable permits for construction in state or federal waters must be obtained from the appropriate state and federal agencies, such as the U.S. Army Corps of Engineers, the department, and the Virginia Marine Resources Commission; (v) approval must be received from the local government prior to construction; and (vi) routine maintenance is allowed to be performed on such facilities to assure that they continue to function as designed. It is not the intent of this subdivision to allow a best management practice that collects and treats runoff from only an individual lot or some portion of the lot to be located within a resource protection area. ~~stormwater management program that has been approved by the State Water Control Board, Soil and Water Conservation Board, the Chesapeake Bay Local Assistance Board, or the Board of Conservation and Recreation.~~

Amend Article 5, Technical Criteria for Regulated Land-Disturbing Activities: Grandfathered Projects and Projects Subject to Time Limits on Applicability of Approved Design Criteria, Section 124-5-4, Water Quality, by revising subsection A, paragraph #5, to read as follows:

5. BMPs shall be reviewed, modified, ~~waived~~ and/or approved by the Director in accordance with Article 6 of the Public Facilities Manual in effect on June 30, 2014, except that BMPs must meet testing and inspection requirements, plan submission requirements, and dam standards in effect at the time of plan submission.

Amend Article 5, Technical Criteria for Regulated Land-Disturbing Activities: Grandfathered Projects and Projects Subject to Time Limits on Applicability of Approved Design Criteria, Section 124-5-6, Flooding, by revising subsection C, to read as follows:

C. Land-disturbing activity shall comply with the requirements of Chapter 6 of the Fairfax County Public Facilities Manual in effect on ~~July~~ June 30, 2014.

Amend Article 7, Appeals, by revising it, to read as follows:

ARTICLE 7.

Appeals.

Section 124-7-1. Right to Administrative Review.

~~A. The Director shall appoint a hearing officer or officers for the purpose of hearing appeals of actions or the failure to take action by the Director under this Chapter.~~

~~B~~A. Any permit applicant, permittee, person subject to state permit requirements under this Chapter, or person subject to an enforcement action under this Chapter who is aggrieved by an action or inaction by the Director pursuant to this Chapter ~~without a formal hearing may demand in writing a formal hearing by the hearing officer, provided that a petition requesting a hearing is filed with the Director within 30 days after notice of the Director's action is received by the aggrieved party~~ has a right to an administrative appeal of the Director's decision. The appeal shall take the form of a written request for reconsideration and, upon request, an informal hearing. As provided for in this Chapter, the Director may seek an injunction in the absence of an administrative hearing.

B. The aggrieved party seeking to appeal a decision by the Director shall submit to the Director, within 10 days after the date of the challenged decision, a written Notice of Intent to Appeal. The Notice of Intent to Appeal shall state whether the appellant requests an informal hearing.

C. Within 21 days after the Notice of Intent to Appeal is submitted to the Director, the appellant shall submit a written Request for Reconsideration to the Director setting forth the factual, legal, or other bases for the appeal. Failure to timely submit the Request for Reconsideration shall constitute a waiver of the right to appeal.

D. An appellant that timely files a Notice of Intent to Appeal with the Director that includes a request for an informal hearing shall submit a Request for Reconsideration in accordance with subsection C. The informal hearing shall be held no more than 60 days after the Notice of Intent

to Appeal is submitted, unless an extension is agreed upon by the parties. The informal hearing shall be conducted by the Director or his designee, and the scope of the appeal shall be limited to the bases set forth in the Request. The appellant may appear in person or be represented by counsel, and may present any information in support of the appeal.

E. The Director shall make a final decision in writing within 14 days after either the submission of the request for reconsideration or an informal hearing, whichever is later. The final decision shall state the facts upon which the decision is based.

~~**Section 124-7-2. Hearings**~~

~~A. Any hearing for administrative review of an action or inaction by the Director held pursuant to § 124-7-1 shall be conducted by the hearing officer.~~

~~B. After a petition requesting a hearing is filed with the Director, the Director or hearing officer shall issue a notice of hearing to the aggrieved party providing the date, time, and location of the hearing, and shall include the facts and legal requirements related to the challenged action. The notice of hearing shall be issued in accordance with the notice requirements of § 124-8-1(F).~~

~~C. The County and the aggrieved party may present evidence including witnesses regarding the facts and occurrences giving rise to the action subject to review. The aggrieved party may examine any of the County's witnesses.~~

~~D. A verbatim record of the proceedings of any hearing for administrative review under this Chapter shall be made.~~

~~E. The hearing officer shall have the power to issue subpoenas and subpoenas duces tecum, and at the request of any party shall issue such subpoenas. The failure of a witness without legal excuse to appear or to testify or to produce documents shall be acted upon by the Director, whose action may include the procurement of an order of enforcement from the circuit court. Witnesses who are subpoenaed shall receive the same fees and reimbursement for mileage as in civil actions.~~

~~F. The hearing officer shall issue a final order within 30 days after the conclusion of the hearing, which shall be served upon the parties, become part of the record, and briefly state the findings, conclusions, reasons, or basis therefor upon the evidence presented by the record and relevant to the basic law under which the agency is operating and, as appropriate, an order imposing civil charges under Va. Code Ann. § 62.1-44.15:48(D)(2).~~

Section 124-7-~~2~~3. Appeals of Final Orders.

Final decisions of the Director under this Chapter shall be subject to review by appeal to the Circuit Court of Fairfax County, Virginia, provided that ~~T~~the permit applicant, permittee, or person to whom a final ~~order~~ decision is issued files ~~by the hearing officer may seek judicial review of the final order issued by the hearing officer by appeal to the Circuit Court of Fairfax County on the record of the proceedings before the hearing officer. To commence an appeal, a party shall file~~ a petition in the Circuit Court of Fairfax County within 30 days of the date of the

1 final ~~order issued by the hearing officer~~ decision. Failure to do so shall constitute a waiver of the
2 right to appeal the final decision. The circuit court shall conduct its review in accordance with
3 the standards established in Va. Code Ann. § 2.2-4027, and the decisions of the circuit court shall
4 be subject to review by the Court of Appeals.

ATTACHMENT B

PROPOSED AMENDMENTS
TO
CHAPTER 101 (SUBDIVISION)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Article 2, Subdivision Application Procedure and Approval Process, Section 101-2-5, Final Subdivision Plat, by revising paragraph (c) Preparation, by adding new subparagraph (13), to read as follows:

(13) A note stating that individual parcels shall be developed in accordance with the approved stormwater management plan for the subdivision.

PROPOSED AMENDMENTS
TO
APPENDIX Q (LAND DEVELOPMENT SERVICES FEE SCHEDULE)
OF THE CODE OF THE COUNTY OF FAIRFAX VIRGINIA

Amend Section II Site Development Fees, by revising Part G (Permits for Discharges of Stormwater from Construction Activity Fees) to read as follows:

G. PERMITS FOR DISCHARGES OF STORMWATER FROM CONSTRUCTION ACTIVITY FEES	
The following fees shall be paid for permits for Chesapeake Bay Preservation Act land-disturbing activities, General Permits for Discharges of Stormwater from Construction Activities, modification or transfer of coverage under a permit, and permit maintenance.	
(A) General / Stormwater Management - Base Fee The state's portion of the fees for initial coverage under the General Permit for Discharges of Stormwater from Construction Activities shall be paid directly to the state in accordance with §124-3-3.	
1. Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; Sites with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre.) Fee not required for land-disturbing activities exempt from the Stormwater Management Ordinance under §124-1-7.	$308
2. All land disturbing activities requiring General Permit coverage for Discharges of Stormwater from Construction Activities.	$308
(B) General / Stormwater Management - Modifications Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities. If the permit modifications result in changes to stormwater management plans that require additional review by the County, such reviews shall be subject to the fees set out in this part. The fee assessed shall be based on the total disturbed acreage of the site. In addition to the permit modification fee paid to the County, modifications resulting in an increase in total disturbed acreage shall pay to the state the difference in the initial permit fee paid and the permit fee that would have applied for the total disturbed acreage.	
1. Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land-disturbance acreage less than one acre)	$0
2. Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres for construction of single-family detached residential structures)	$0
~~1~~3. Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres except for construction of single-family detached residential structures)	$200
~~2~~4. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than five acres and less than 10 acres)	$250
~~3~~5. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 10 acres and less than 50 acres)	$300

~~4~~6. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 50 acres and less than 100 acres)	$450
~~5~~7. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 100 acres)	$700
(C) General / Stormwater Management – Permit Maintenance Fees for annual permit maintenance including expired state permits that have been administratively continued. With respect to the General Permit for Discharges of Stormwater from Construction Activities, these fees shall apply until the state permit coverage is terminated. Fees for annual permit maintenance will be collected on a schedule consistent with the bond acceptance, approval, extension, reduction, and release process for bonded projects and as part of the process for acceptance and release of conservation deposits for non-bonded projects.	
1. Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; Sites with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre.	~~$20~~ $0
2. Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land-disturbance acreage less than one acre)	$0
3. Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres for construction of single-family detached residential structures)	$0
~~2~~4. Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres except for construction of single-family detached residential structures)	$400
~~3~~5. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than five acres and less than 10 acres)	$500
~~4~~6. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 10 acres and less than 50 acres)	$650
~~5~~7. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 50 acres and less than 100 acres)	$900
~~6~~8. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 100 acres)	$1,400

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Board Agenda Item
December 2, 2014

ADMINISTRATIVE – 10

Authorization to Advertise Proposed Amendments to the Public Facilities Manual (PFM), and Chapters 101 (Subdivision Ordinance) and 112 (Zoning Ordinance) of the *Code of the County of Fairfax*, *Virginia,* Regarding As-Built Requirements

ISSUE:
The proposed amendments are necessary to comply with the State Code's requirement to provide geographic coordinates on stormwater structures. In addition, the amendments revise the as-built requirements for site and subdivision plans and relocate the detailed provisions from the Zoning and Subdivision Ordinances into a new section of the PFM.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (Board) authorize the advertisement of the proposed amendments as set forth in the Staff Report dated December 2, 2014.

The proposed amendments have been prepared by the Department of Public Works and Environmental Services (DPWES) and coordinated with the Department of Planning and Zoning and the Office of the County Attorney. All of the amendments have also been recommended for approval by the Engineering Standards Review Committee (ESRC).

TIMING:
The Board is requested to take administrative action on December 2, 2014, to provide sufficient time to advertise the Planning Commission public hearing on January 8, 2015, and the Board of Supervisors public hearing on February 17, 2015. The proposed amendments will become effective at 12:01 a.m. on the day following adoption.

BACKGROUND:
The primary purpose of an as-built (record) drawing is to demonstrate that certain elements of the site or subdivision plan have been constructed in conformance with the approved plans. After land development project construction is complete, a licensed professional engineer or land surveyor conducts a field survey to obtain the relevant information required on as-built drawings, and prepares a plan that depicts the actual surveyed information alongside the design data for comparison by County staff.

Approval of the as-built plan by the Director of DPWES is required prior to the County's acceptance of utilities and release of the developer's bond.

As-built drawings serve as a record of the County's infrastructure for operation and maintenance purposes. In addition, the as-built survey information is used by designers and developers when future plans rely on as-built information of the infrastructure for connections and extensions. As-built utility information is incorporated into the County's Geographic Information System (GIS) database for public use.

The requirements for as-built drawings are currently provided in Section 17-301 of the Zoning Ordinance, Section 101 Article 2-5 of the Subdivision Ordinance and Chapter 6 of the PFM. Pursuant to the recently adopted Stormwater Management Ordinance (SWMO), construction record drawings (also referred to as "as-built" drawings) of all permanent stormwater management (SWM) facilities must be submitted to the DPWES Director for review and approval. These as-built drawings are intended to demonstrate that the SWM facilities have been constructed in substantial conformance with the approved plans and serve as a record for the location of the SWM facilities when inspections are performed for reporting purposes to the Virginia Department of Environmental Quality.

PROPOSED AMENDMENTS

The proposed amendments are necessary to align the PFM with the State Code and the County's Stormwater Management Ordinance. Specifically, the PFM is being revised to:

1. Require geographic coordinates of stormwater management structure locations and documentation to align with the Stormwater Management Ordinance. This information is necessitated by Virginia Stormwater Management Program (VSMP) Permit Regulation (§ 4VAC50-60-126) and the Stormwater Management Ordinance (§ 124-2-11).

2. Relocate and consolidate the detailed provisions of the as-built site plan and subdivision plan requirements into the PFM. Specifically, the amendment relocates the as-built requirements from the Zoning and Subdivision Ordinances into the new PFM Section 2-1300. In addition, existing as-built provisions in PFM Section 6-1607 are being moved to the new PFM Section 2-1300.

3. Revise the PFM to clarify the existing as-built requirements, and add retaining wall, number of parking spaces, pedestrian bridges, bus shelters and critical slopes as-built requirements.

Board Agenda Item
December 2, 2014

REGULATORY IMPACT:
If adopted by the Board, the proposed amendments to the as-built requirements will:

- Assist the County in the future operation and maintenance of stormwater facilities, tracking the same through the GIS, and reporting the stormwater management program to the State.

- Relocate and consolidate the as-built site plan and subdivision plan requirements into the PFM, thus streamlining the preparation and review of as-built plans.

- Clarify some of the existing as-built requirements and require additional survey information to ensure code compliance.

FISCAL IMPACT:
The proposed amendments have no anticipated significant fiscal impact on industry or on County staff or budget.

ENCLOSED DOCUMENTS:
Attachment 1 - Resolution
Attachment 2 - Staff Report

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, DPWES
Audrey Clark, Deputy Director, DPWES
Paul Shirey, Director Code Development and Compliance Division, LDS, DPWES
Leslie B. Johnson, Zoning Administrator

ATTACHMENT 1

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on December 2, 2014, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, the Virginia Stormwater Management Act (§62.1-44.15:24, et seq.) requires that the geographic coordinates for all permanent stormwater management facilities be reported to the Virginia DEQ and requires that construction record drawings for all permanent stormwater management facilities be submitted to the VSMP authority in accordance with 9VAC25-870-108; and

WHEREAS the Fairfax County Stormwater Management Ordinance, which implements the Virginia Stormwater Management Act, requires that the construction record drawings for permanent stormwater management facilities and the geographic coordinates for all stormwater management facilities be submitted to the Director of the Department of Public Works and Environmental Services; and

WHEREAS amendments to the Public Facilities Manual are necessary to include the details of the as-built requirements in the Stormwater Management Ordinance; and

WHEREAS it may be appropriate to relocate and consolidate the site plan and subdivision as-built plan requirements into the Public Facilities Manual; and

WHEREAS it may be appropriate to clarify existing as-built requirements and require new as-built information for retaining walls, number of parking spaces, critical slopes, pedestrian bridges and bus shelters; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to Chapters 101 (Subdivision Ordinance) and 112 (Zoning Ordinance) of the County Code, and the Public Facilities Manual to comply with the aforementioned acts and regulations

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

ATTACHMENT 2

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

- [x] PROPOSED COUNTY CODE AMENDMENT
- [x] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Proposed Amendments to the Public Facilities Manual and Chapters 101 (Subdivision Ordinance) and 112 (Zoning Ordinance) of the Code of the County of Fairfax, Virginia, Regarding As-Built Requirements

Authorization to Advertise	December 2, 2014
Planning Commission Hearing	January 8, 2015
Board of Supervisors Hearing	February 17, 2015
Prepared by:	Code Development and Compliance Division JSM (703) 324-8449 December 2, 2014

STAFF REPORT

A. Issue:

The proposed amendments are necessary to comply with the State Code's requirement to provide geographic coordinates on stormwater structures. In addition, the amendments revise the as-built requirements for site and subdivision plans and relocate the detailed provisions from the Zoning and Subdivision Ordinances into a new section of the Public Facilities Manual (PFM).

B. Recommended Action:

The County Executive recommends that the Board of Supervisors (Board) authorize the advertisement of the proposed amendments as set forth in the Staff Report dated December 2, 2014.

The proposed amendments have been prepared by the Department of Public Works and Environmental Services (DPWES) and coordinated with the Department of Planning and Zoning and the Office of the County Attorney.

C. Timing:

Board of Supervisors authorization to advertise – December 2, 2014
Planning Commission Public Hearing – January 8, 2015
Board of Supervisors Public Hearing – February 17, 2015
Effective Date – 12:01 a.m. on the day following adoption

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed amendments have been prepared by DPWES and coordinated with the Department of Planning and Zoning and the Office of the County Attorney. The proposed amendments have been recommended for approval by the Engineering Standards Review Committee.

F. Background:

The primary purpose of an as-built (record) drawing is to demonstrate that certain elements of the site or subdivision plan have been constructed in conformance with the approved plans. After land development project construction is complete, a licensed professional engineer or land surveyor conducts a field survey to obtain the relevant information required on as-built drawings, and prepares a plan that depicts the actual surveyed information alongside the design data for comparison by County staff. Approval of the as-built plan by the Director of DPWES is required prior to the County's acceptance of utilities and release of the developer's bond.

As-built drawings serve as a record of the County's infrastructure for operation and maintenance purposes. In addition, the as-built survey information is used by

designers and developers when future plans rely on as-built information of the infrastructure for connections and extensions. As-built utility information is incorporated into the County's Geographic Information System (GIS) database for public use.

The requirements for as-built drawings are currently provided in Section 17-301 of the Zoning Ordinance, Section 101 Article 2-5 of the Subdivision Ordinance and Chapter 6 of the PFM. Pursuant to the recently adopted Stormwater Management Ordinance (SWMO), construction record drawings (also referred to as "as-built" drawings) of all permanent stormwater management (SWM) facilities must be submitted to the DPWES Director for review and approval. These as-built drawings are intended to demonstrate that the SWM facilities have been constructed in substantial conformance with the approved plans and serve as a record for the location of the SWM facilities when inspections are performed for reporting purposes to the Virginia Department of Environmental Quality.

G. Proposed Amendments:

The proposed amendments are necessary to align the PFM with the State Code and the County's Stormwater Management Ordinance. Specifically, the PFM is being revised to:

1. Require geographic coordinates of stormwater management structure locations and documentation to align with the Stormwater Management Ordinance. This information is necessitated by Virginia Stormwater Management Program (VSMP) Permit Regulation (§ 4VAC50-60-126) and the Stormwater Management Ordinance (§ 124-2-11).

2. Relocate and consolidate the detailed provisions of the as-built site plan and subdivision plan requirements into the PFM. Specifically, the amendment relocates the as-built requirements from the Zoning and Subdivision Ordinances into the new PFM Section 2-1300. In addition, existing as-built provisions in PFM Section 6-1607 are being moved to the new PFM Section 2-1300.

3. Revise the PFM to clarify the existing as-built requirements, and add retaining wall, number of parking spaces, pedestrian bridges, bus shelters and critical slopes as-built requirements.

H. Regulatory Impact:

If adopted by the Board, the proposed amendments to the as-built requirements will:

- Assist the County in the future operation and maintenance of stormwater facilities, tracking the same through the GIS, and reporting the stormwater management program to the State.

- Relocate and consolidate the as-built site plan and subdivision plan requirements into the PFM, thus streamlining the preparation and review of as-built plans.

- Clarify some of the existing as-built requirements and require additional survey information to ensure code compliance.

I. Fiscal Impact:

The proposed amendments have no anticipated significant fiscal impact on industry or on County staff or budget.

J. Attached Documents:

Attachment A – Amendments to Chapter 101 (Subdivision Ordinance)
Attachment B – Amendments to Chapter 112 (Zoning Ordinance)
Attachment C – Amendments to the Public Facilities Manual

Proposed Amendment to
Chapter 101 (Subdivision Provisions)

Amend Article 2 (Subdivision Application Procedures and Approval Process), Section 101-2-5 (Final Subdivision Plat), Paragraph (d) (Approval), subparagraph (5), to read as follows:

(5) Upon ~~final~~ satisfactory completion, ~~seven (7)~~ four (4) copies of a certified "as-built" plan ~~prepared by a licensed professional engineer or licensed land surveyor registered in the state~~ shall be submitted to the Director for review and approval for conformance with the approved plan. The certified "as-built" plan shall ~~include the following:~~ be prepared in accordance with the provisions set forth in the Public Facilities Manual.

~~A. Boundary of the site as shown on the approved subdivision construction plan or final plat of record. The as-built plan shall show any geodetic reference points located on the site.~~

~~B. Locations of all storm sewers, sanitary sewers, fire hydrants, and associated easements including all waterline easements. For storm and sanitary sewers, the pipe sizes, lengths, top and invert elevations and percent grade of pipe as computed shall also be shown.~~

~~C. Ponds, including detention, retention and Best Management Practice (BMP) ponds, showing elevation of tops of embankments, toes of embankments, weirs, spillways, drainage structures, access easements and capacities of such ponds. Capacities shall be shown both volumetrically and topographically with sufficient elevations to calculate the capacities.~~

~~D. Horizontal locations of all designed trails included on the approved subdivision construction plan. Vertical location of any trail which exceeds an eight (8) percent grade (whether designed or not as an eight (8) percent grade) and shown on the approved subdivision construction plan. Elevations may be used in lieu of an as-built profile.~~

~~E. Deed book and page number(s) of the recordation in the land records of Fairfax County of dedications and easements reflected on the approved subdivision construction plan.~~

~~F. A statement of certification by a licensed professional engineer or land surveyor registered in the State, certifying that the as-built site plan conforms with the criteria listed above and represents actual conditions on the site for those items only, and bearing the engineer's or surveyor's seal, signature and Virginia registration number.~~

~~G. All utility locations, except building and service drive connections, with the notation "from available records. Such plans and records shall be furnished by the appropriate utility companies.~~

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of December 2, 2014 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 17, Site Plans, Part 3, As-Built Site Plans, Sect. 17-301, General Provisions, to read as follows:

1. Upon satisfactory completion, ~~inspection and approval of the installation of all required improvements as shown on the approved site plan or a section thereof, seven (7)~~ <u>four (4) copies</u> of an as-built site plan and the corresponding filing fee as provided for in Sect. 109 above, shall be submitted to the Director for review and approval for conformance with the approved site plan. Such plan shall be prepared in accordance with the ~~sheet size and scale~~ <u>provisions</u> set forth in the Public Facilities Manual<u>.</u>~~, and shall be prepared by a licensed land surveyor or licensed professional engineer registered in the State of Virginia. Such submission shall contain the following information:~~

   ~~A. Boundary of the site as shown on the approved site plan. The as-built plan shall show any geodetic reference points located on the site.~~

   ~~B. Area of the site as shown on the approved site plan and subsequent to any fee simple dedications to Fairfax County, State of Virginia or the Virginia Department of Transportation, and the land area of such dedications.~~

   ~~C. Location of all buildings showing the yard dimensions and all official building numbers (addresses) posted.~~

   ~~D. The location of all storm sewers, sanitary sewers, fire hydrants, and associated easements including all waterline easements. For storm and sanitary sewers, the pipe sizes, lengths, top and invert elevations and percent grade of pipe as computed shall also be shown.~~

   ~~E. Ponds, including detention, retention and Best Management Practice (BMP) ponds, showing elevation of top of embankments, toes of embankments, weirs, spillways, drainage structures, access easements and capacities of such ponds. Capacities shall be shown both volumetrically and topographically with sufficient elevations to calculate the capacities.~~

~~F. Horizontal locations of all designed trails included on the approved site plan. Vertical location of any trail which exceeds an eight (8) percent grade (whether designed or not as an eight (8) percent grade) and shown on the approved site plan. Elevations may be used in lieu of an as-built profile.~~

~~G. Deed book and page number(s) of the recordation in the land records of Fairfax County of dedications and easements reflected on the approved plan.~~

~~H. A statement of certification by a licensed professional engineer or land surveyor certifying that the as-built site plan conforms with the criteria listed above and represents actual conditions on the site for those items only, and bearing the engineer's or surveyor's seal, signature and Virginia registration number.~~

~~2. As-built site plans may be submitted and approved for any appropriately completed part of the total area of an approved site plan, with such part to be known as a section.~~

Proposed Amendment to the

Public Facilities Manual

Amend Chapter 2 (General Subdivision and Site Plan Information) of the Public Facilities Manual by adding Section 2-1300 (As-Built Drawings), to read as follows:

2-1300 AS-BUILT DRAWINGS

2-1301 Submission Requirements and Certifications

2-1301.1 As-built drawings shall be prepared in accordance with Article 17 of the Zoning Ordinance, and the Subdivision Ordinance, § 101-2-5 of the Code. When required, an as-built plan prepared by a professional engineer or land surveyor licensed in the Commonwealth of Virginia shall include:

A. Dimensions and Elevations Survey. The as-built drawings shall show actual elevations alongside planned elevations as required by § 2-1302. As-built information shall be shown [boxed in] for comparison to the design information. All existing plans to be modified for use as the as-built plan shall be redrafted where necessary so that the information is accurate and readable.

B. Certification Statement and Seal.

Each as-built plan shall have an Engineer's or Surveyor's statement and seal. Except for Category D dams, the certification of all geotechnical work will be by the geotechnical engineer of record. The certification shall state as follows:

(i) In accordance with Article 17 of the Zoning Ordinance, and the Subdivision Ordinance, § 101-2-5 of the Code, and the Public Facilities Manual, I, (submitting engineer/surveyor's name), do hereby certify that this as-built conforms to the approved plans, except as shown, which represents actual conditions on this site as of this date.

_____

(submitting engineer/surveyor's signature/date) (seal)

(ii) I have reviewed the as-built plan and hereby certify that the geotechnical aspects of the embankment dam/pond were constructed in accordance with the approved plans, except as indicated below, which represents the actual conditions of the dam on this site as of this date.

_____

(geotechnical engineer's signature/date) (seal)

(iii) All storm/sanitary structures fall within their respective easements and all dedications and all off-site easements are recorded in DB ___, at PG ___.

C. Copies of the licensed professional's certification that the stormwater and best management facility was constructed in accordance with the approved plans and specifications, along with copies of all material delivery tickets, certifications from the material suppliers and results of tests and inspections required under § 6-1300 *et. seq.* shall be submitted with or incorporated in the as-built plan. For documenting construction, checklists specific to the type of stormwater and best management facilities being constructed, as approved by the Director, shall be used. If readily available, an electronic file of the professional's certification and related documentation shall also be submitted, in an acceptable electronic industry standard CADD file format (such as a .dwg) or in a standard scanned and readable format.

2-1302 Information Required on the As-Built Drawing. The record drawing shall include, at a minimum, the following information:

A. Boundary of the site as shown on the final plat of record. The as-built plan shall show any geodetic reference points located on the site.

B. The area of the site as shown on the approved site plan and subsequent to any fee simple dedications to Fairfax County, State of Virginia or the Virginia Department of Transportation, and the land area of such dedications. As shown on the approved building plans, the total gross floor area and the number of dwelling units, if applicable.

C. Location of all buildings on the approved site plan showing the yard dimensions and all official building numbers (and/or addresses) posted.

D. Locations of all storm sewers, sanitary sewers mains, fire hydrants, and associated easements including all waterline easements. For storm and sanitary sewers, the pipe materials based on visual inspection only, sizes, lengths, upper and lower invert elevations, and percent grade of pipe as computed. The structure number, type, size/configuration, top elevation, type and size of any outlet protection, and latitude and longitude (in degrees, minutes, and seconds to the nearest 15 seconds) shall be provided on all structures and outfalls. Latitude and longitude of the approximate center and a major appurtenance of BMPs shall be provided in decimal degrees to 6 decimal places. For all projects on the Virginia coordinate system, coordinates of all structures and outfalls shall also be provided in a digital, GIS compatible format, generally an industry standard CADD or Shape file, which can be incorporated directly in the County's overall GIS. The digital submittal should be delivered in CD/DVD format, be named to match the as-built plan hard copy, and include a map of the full project in PDF format.
If the outfall area is inaccessible and an offset method cannot be performed, a note shall be made on the as-built plan about the conditions preventing the survey team from recording the position. (Refer to § 10-0104.6B for as-built requirements for sanitary facilities).

E. Ponds, including detention, retention and Best Management Practice (BMP) ponds, showing elevations of top of embankments, toes of embankments, weirs, spillways, drainage structures, low flow channels, access easements and capacities of such ponds. Capacities shall be shown both volumetrically and topographically with sufficient elevations to calculate the capacities.

F. Horizontal locations, widths and surface material of all designed trails included on the approved plan. Vertical location of any trail which exceeds an eight (8) percent grade (whether designed or not as an eight (8) percent grade) and shown on the approved plan. Elevations may be used in lieu of an as-built profile. Location of all designed pedestrian bridges and bus shelters included on the approved plan. As-built information showing bridge surface, length, number of abutments and bus pad size and material.

G. Deed book and page number(s) of the recordation in the land records of Fairfax County of dedications and easements reflected on the approved plan. The deed book and page numbers of all easements shall be shown on the applicable plan and profile sheet.

H. Locations of improved channels and swales in dedicated easements with spot elevations and slopes.

I. All utility locations within the subdivision as they are made readily available from the utility companies, owners and/or operators, except building and service connections, with the notation "from available records". Such plans and records shall be furnished by the appropriate utility companies, owners and/or operators.

J. Retaining walls requiring permits, indicating the type and showing the top elevations and the adjacent finished grades.

K. Number of parking and loading spaces.

L. Spot elevations of critical slope areas to determine grade of finished slope. Critical slopes consist of areas shown on the approved plan with gradients greater than 20% which contain Class III or Class IVA soils as defined in § 4-0200 et. seq.

M. Information related to dams and impoundments as follows:

(1) A profile (with spot elevations) of the top of dam

(2) A cross-section (with spot elevations) of the emergency spillway at the control section

(3) A profile (with spot elevations) along the centerline of the emergency spillway

(4) A profile along the centerline of the principal spillway extending at least 100 feet downstream of the toe of the embankment

(5) All structure tops, throats and invert elevations

(6) All pipe, orifice and weir sizes and invert elevations

(7) The elevation of the principal spillway crest

(8) The elevation of the principal spillway conduit invert (inlet and outlet)

(9) The elevation of the emergency spillway crest

(10) Spot elevations around the entire pond/dam adequate to depict the shape and size

(11) Spot elevations along the top and crest of the dam width

(12) Spot elevations through the drainage way to the riser structure.

(13) Notes and measurements to show that any special design features were met.

(14) Statement regarding seeding and fencing in place per the approved plan.

(15) Show all drainage and access easements for maintenance of the pond/dam and related facilities with Deed Book and Page Number.

N. Field observations and measurements of other areas having the potential to be critical, as depicted on the approved plans and profiles.

Amend Chapter 6 (Storm Drainage) of the Public Facilities Manual, by deleting 1607.3 (As-Built Requirements and Certification), to read as follows:

~~**6-1607.3 As-Built Requirements and Certification**~~

~~6-1607.3A (57-96-PFM) Upon satisfactory completion, inspection, and approval of all components of the facility, as-built plans shall be prepared in accordance with the Zoning Ordinance, § 17-300, and the Subdivision Ordinance, § 101-2-5 of the Code~~.

~~6-1607.3B All existing plans to be modified for use as the as-built plan shall be redrafted where necessary so that the information is accurate and readable. The information included on the as-built plan shall include, at a minimum, the following information:~~

~~6-1607.3B(1) A profile (with spot elevations) of the top of dam~~

~~6-1607.3B(2) A cross-section (with spot elevations) of the emergency spillway at the control section~~

~~6-1607.3B(3) A profile (with spot elevations) along the centerline of the emergency spillway~~

~~6-1607.3B(4) A profile along the centerline of the principal spillway extending at least 100 feet downstream of the toe of the embankment~~

~~6-1607.3B(5) All structure tops, throats and invert elevations~~

~~6-1607.3B(6) All pipe, orifice and weir sizes and invert elevations~~

~~6-1607.3B(7) The elevation of the principal spillway crest~~

~~6-1607.3B(8) The elevation of the principal spillway conduit invert (inlet and outlet)~~

~~6-1607.3B(9) The elevation of the emergency spillway crest~~

~~6-1607.3B(10) Spot elevations around the entire pond/dam adequate to depict the shape and size~~

~~6-1607.3B(11) Spot elevations along the top and crest of the dam width~~

~~6-1607.3B(12) Spot elevations through the drainage way to the riser structure.~~

~~6-1607.3B(13) Notes and measurements to show that any special design features were met.~~

~~6-1607.3B(14) Statement regarding seeding and fencing~~

~~6-1607.3B(15) Show all drainage and access easements for maintenance of the pond/dam and related facilities with Deed Book and Page Number.~~

~~6-1607.3C Each as-built plan shall have a Engineer's or Surveyor's certification statement and seal. Except for Category D dams, the certification of all geotechnical work will be by the geotechnical engineer of record. The certification shall state as follows:~~

~~6-1607.3C(1) In accordance with the Zoning Ordinance, § 17-300, and the Subdivision Ordinance, § 101-2-5 of the Code, I, (submitting engineer's name), do hereby certify that this as-built conforms to the approved plans, except as shown, which represents actual conditions on this site as of this date.~~

~~(submitting engineer's signature/date) (seal)~~

~~6-1607.3C(2) I have reviewed the as-built plan and hereby certify that the geotechnical aspects of the embankment dam/pond were constructed in accordance with the approved plans, except as indicated below, which represents the actual conditions of the dam on this site as of this date.~~

~~(geotechnical engineer's signature/date) (seal)~~

~~6-1607.3C(3) All storm/sanitary structures fall within their respective easements and all dedications and all off-site easements are recorded in DB ____, at PG ____.~~

Amend Chapter 2 (General Subdivision and Site Plan Information), Section 2-0502.2, (Inspections During Construction), by adding Paragraph 2G, to read as follows:

2-0502.2G Refer to § 6-1300 *et seq.* for information regarding required inspections during construction and certification of stormwater and best management facilities.

Amend Chapter 2 (General Subdivision and Site Plan Information), Section 2-0212, (General Required Information on Plans and Profiles), by revising 2-0212.13, to read as follows:

2-0212.13 ~~(Reserved)~~ The plans and profiles shall depict areas where additional field observations and as-built measurements are necessary pursuant to § 2-1302 (L) and (N).

Board Agenda Item
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ADMINISTRATIVE – 11

Extension of Review Periods for 2232 Applications (Mount Vernon, Sully, Mason, Braddock, and Springfield Districts)

ISSUE:
Extension of review periods for specific 2232 applications to ensure compliance with review requirements of *Section* 15.2-2232 of the *Code of Virginia.*

RECOMMENDATION:
The County Executive recommends that the Board extend review periods for the following applications: FS-V14-16, 2232-Y14-7, FS-M14-33, and 456A-B95-23-2.

TIMING:
Board action is required on December 2, 2014, to extend review periods of applications noted above before their expiration date.

BACKGROUND:
Subsection F of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within 90 days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than 60 additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission." The need for the full time of an extension may not be necessary, and is not intended to set a date for final action.

The review periods for the following applications should be extended:

FS-V14-16	Verizon Wireless Telecommunications Facility 10112 Furnace Road Lorton, VA Mount Vernon District Accepted September 30, 2014 Extend to February 27, 2015

Board Agenda Item
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2232-Y14-7	Verizon Wireless and Milestone Communications Telecommunications Facility (Monopole) 6309T Bull Run Post Office Road Centreville, VA Sully District Accepted September 16, 2014 Extend to February 13, 2015
FS-M14-33	Verizon Wireless Telecommunications Facility 6316 Castle Place Falls Church, VA Mason District Accepted September 16, 2014 Extend to February 13, 2015
456A-B95-23-2	Verizon Wireless Telecommunications Facility 7920 Woodruff Court Springfield, VA Braddock District Accepted September 18, 2014 Extend to February 15, 2015
FS-S14-32	Cellco Partnership d/b/a Verizon Wireless Telecommunications Facility 9526 Old Keene Mill Road Springfield, VA Springfield District Accepted October 24, 2014 Extend to March 23, 2015

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning, DPZ
Chris B. Caperton, Chief, Facilities Planning Branch, Planning Division, DPZ
Douglas W. Hansen, Senior Planner, Facilities Planning Branch, Planning Division, DPZ

Board Agenda Item
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ADMINISTRATIVE - 12

Additional Time to Commence Construction for Special Exception SE 2011-MA-001, Homan Solemaninejad (Mason District)

ISSUE:
Board consideration of additional time to commence construction for SE 2011-MA-001, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve twelve (12) months additional time for SE 2011-MA-001 to October 12, 2015.

TIMING:
Routine.

BACKGROUND:
Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On July 12, 2011, the Board of Supervisors approved Special Exception SE 2011-MA-001, subject to development conditions. The application was filed in the name of Homan Solemaniejad for the purpose of permitting an office use (dental office) within an existing residential structure located in the R-3 zoning district for the property located at 6065 and 6067 Arlington Boulevard, Tax Map 51-4 ((02)) (A) 5 and 6 (see Locator Map in Attachment 1). The office use is permitted pursuant to Section 3-304(4)(F) of the Fairfax County Zoning Ordinance. SE 2011-MA-001 was approved with a condition that the use be established or construction commenced and diligently prosecuted within thirty (30) months of the approval date unless the Board grants additional time. The development conditions for SE 2011-MA-001 are included as part of the Clerk to the Board's letter contained in Attachment 2.

On February 25, 2014, the Board of Supervisors approved nine (9) months of additional time, to October 12, 2014. On October 8, 2014, the Department of Planning and Zoning (DPZ) received a letter dated October 8, 2014, from Thomas F. Conlon, Jr., agent for the

Applicant, requesting twelve (12) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

As part of the justification for the February 25, 2014 request for additional time, Mr. Conlon stated the need for a complete site plan, as opposed to a minor site plan, and the need to obtain a determination of substantial conformance from the Zoning Administrator for modifications to the stormwater facilities and landscaping, required additional time than was originally contemplated. Now, Mr. Conlon states the inability to obtain necessary sight distance easements, and the inability to obtain permission for minor off-site grading from an adjoining property owner, have resulted in design modifications to the proposed site entrance and to the public service road which provides access. Additional coordination with Fairfax County and the Virginia Department of Transportation (VDOT) are necessary to finalize the design. Further, Mr. Conlon states additional comments from the Department of Public Works and Environmental Services (DPWES) on the site plan will result in further modifications to the site layout which must be addressed. The request for an additional time of twelve (12) months will allow for the continued coordination with Fairfax County and VDOT, the processing and approval of the site plan, and commencement of construction.

Staff has reviewed Special Exception SE 2011-MA-001 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit an office use in the R-3 district. Further, staff knows of no change in land use circumstances that affects compliance of SE 2011-MA-001 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2011-MA-001 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated November 9, 2011, to Homan Solemaniejad
Attachment 3: Letter dated October 8, 2014, to Leslie B. Johnson

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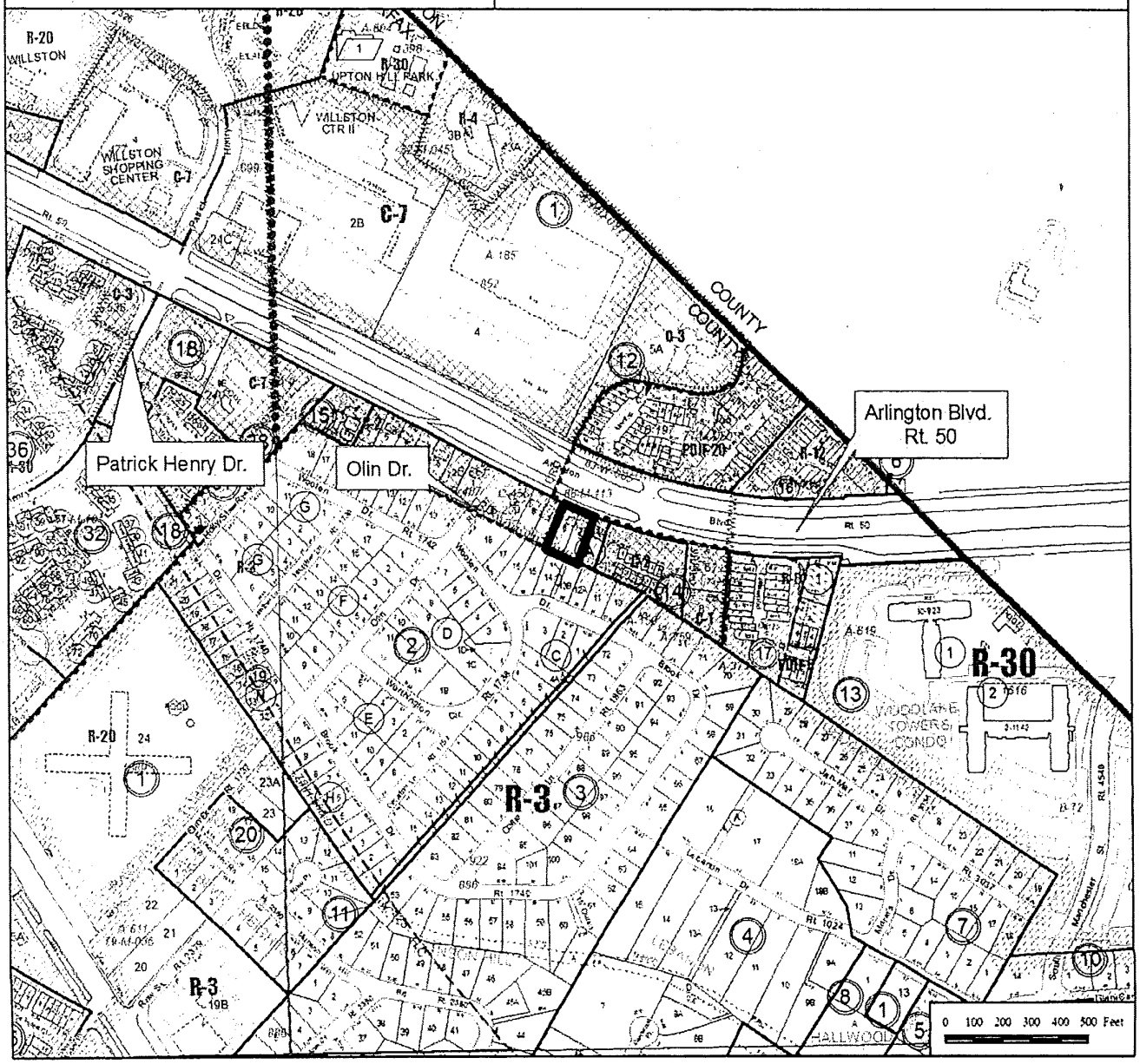
December 2, 2014

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ
Stephen Gardner, Staff Coordinator, ZED, DPZ

Special Exception

SE 2011-MA-001

Applicant:	HOMAN SOLEMANINEJAD
Accepted:	02/16/2011
Proposed:	DENTAL OFFICE
Area:	20800 SF OF LAND; DISTRICT - MASON
Zoning Dist Sect:	03-0304
Art 9 Group and Use:	5-17
Located:	6065 & 6067 ARLINGTON BOULEVARD
Zoning:	R- 3
Plan Area:	1
Overlay Dist:	CRD SC
Map Ref Num:	051-4- /02/A /0005 /02/A /0006



ATTACHMENT 2

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Revised letter (Corrected application number)

November 9, 2011

Homan Solemaninejad
PO Box 7186
Arlington, VA 22207

Re: Special Exception Application SE 2011-MA-001

Dear Mr. Solemaninejad:

At a regular meeting of the Board of Supervisors held on July 12, 2011, the Board approved Special Exception Application SE 2011-MA-001 in the name of Homan Solemaniejad. The subject property is located at 6065 and 6067 Arlington Boulevard on approximately 20,800 square feet of land, zoned R-3, CRD and SC in the Mason District [Tax Map Tax Map 51-4 ((2)) (A) 5 and 6]. The Board's action permits a dental office, pursuant to Section 3-304 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. A copy of this Special Exception and the Non-Residential Use Permit (Non-RUP) SHALL BE POSTED in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.

3. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

4. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by the Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to the special exception shall be in substantial conformance with the approved Special Exception (SE) Plat, entitled, "Lots 5 and 6, Lee Boulevard Heights, Mason District, Fairfax, VA", prepared by Cervantes and Associates, P.C., dated June 1, 2011, and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

5. The maximum number of employees on-site at any one time shall be five.

6. The maximum hours of operation shall be from 8:00 a.m. to 6:00 p.m., Monday-Saturday.

7. One monument sign which conforms to Section 12 of the Zoning Ordinance (Sect. 12-208 2. M) may be provided in the location indicated on the Special Exception Plat (the northern portion of the property in front of the building).

8. The driveway entrance shall be widened to meet commercial standards as indicated on the SE Plat, subject to final approval by the Virginia Department of Transportation (VDOT).

9. Off-street parking spaces shall be provided as shown on the SE Plat to Public Facilities Manual standards.

10. A six-foot high, solid wood fence (with a gate) shall be provided along the southern edge of the parking area. A landscape plan in substantial conformance with that depicted on the SE Plat shall be provided as part of the site plan submission and shall be reviewed and approved by the Urban Forest Management Division, DPWES. The landscaping and barrier shall be maintained as specified in Sect. 13-106 of the Zoning Ordinance.

11. If a waiver of stormwater management is not granted by the Department of Public Works and Environmental Services (DPWES), stormwater management shall be provided to the satisfaction of DPWES at the time of site plan approval. An area has been designated for stormwater management on the SE Plat (identified as "stormwater management if required"), if required stormwater management facilities can not be provided in substantial conformance with the SE Plat, the applicant may be required to submit a Special Exception Amendment.

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the

required Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

The approval of this Special Exception does not interfere with, abrogate or annul any easement, covenants, or other agreements between parties, as they may apply to the property subject to this application.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, 30 months after the date of approval unless, at a minimum, the use has been established or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Modified the transitional screening yard and barrier requirement in favor of that depicted on the SE Plat, and as conditioned

Sincerely,

Nancy Vehrs

Nancy Vehrs
Clerk to the Board of Supervisors
NV/ph

Cc: Chairman Sharon Bulova
Supervisor Penny Gross, Mason District
Janet Coldsmith, Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Angela K. Rodeheaver, Section Chief, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
District Planning Commissioner
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

CERVANTES & ASSOCIATES, P.C.

ATTACHMENT 3

Engineers • Planners • Surveyors

Principals

Rafael T. Cervantes, P.E.
Thomas F. Conlon, Jr., C.L.S.

October 8, 2014

Leslie B. Johnson, Zoning Administrator
Department of Planning and Zoning
Zoning Administration Division
12055 Government Center Parkway, Suite 801
Fairfax, VA 22035-5508

Re: Extension Request
Special Exception SE2011-MA-001-Homan Solemaniejad
#6065-6067 Arlington Boulevard
Tax Map Ref: 051-4 ((2)) (A) 5 & 6
Zoning District: R-3, CRD & SC

Dear Ms. Johnson;

We are in receipt of a notice of a forthcoming expiration on October 12, 2014, (copy attached) of the previously granted extension of the Special Exception as identified above. During the extension period we have been working diligently on resolving the various design issues that were the basis of requesting the previous plan extension. Various departments within Fairfax County as well as VDOT had expressed their intent to approve the plan. Two new substantial issues were then encountered that will require redesign and subsequent additional time to complete. These issues will be described as follows as justification for requesting an additional extension of nine months for site plan approval and to commence construction of the SE Application.

The owner of the adjoining property to the west has been uncooperative by not allowing a sight distance easement across his property for the proposed site entrance. VDOT has been helpful in developing a traffic-calming plan (widening) that will shift the service road travelway to the north to keep the sight distance line off that abutting property. That property owner has also been unwilling to provide a letter of permission for minor offsite grading on that property to enable the proposed new sidewalk to end at his property line. Various exhibits, letters and meetings with Fairfax County & VDOT have been necessary to develop an approvable solution for the negative response from that property owner. Final design and field survey work will be required to resolve that problem.

4229 Lafayette Center Drive, Ste.1125, Chantilly, VA 20151 • (703) 691-4114 • FAX (703) 657-0352

A second event that has caused additional hardship and redesign has resulted from this project being reassigned to another reviewer at Fairfax County. The new reviewer has produced new comments that must be addressed. Some of the new issues will require substantial redesign. A revised access travelway to the parking area will impact the site layout, grading, stormwater management computations, landscaping changes, retaining wall, best management practices, etc. Improvements to the service drive will require additional site layout sheets, grading, storm sewer capacity analysis, striping and signage plan, field survey work and adequate outfall analysis of the existing downstream storm sewer system.

Fairfax County and VDOT representatives have been very helpful in developing conceptual solutions to the new design challenges, but additional time is required to revise the current plans and add additional sheets as necessary to prepare an approvable site plan. Due to the additional design effort that has been provided to date and the forthcoming effort that will be required to address the recent new comments, we respectfully request a twelve-month extension to complete site plan approval and commence construction.

Thank you for your consideration of this request. We look forward to a favorable response and do not hesitate to contact us should you have any questions.

Respectfully,
Cervantes & Associates, P.C.

Thomas F. Conlon, Jr. C.L.S.

Attachment:

4229 Lafayette Center Drive, Ste.1125, Chantilly, VA 20151 • (703) 691-4114 • (703) 657-0352

Board Agenda Item
December 2, 2014

ACTION - 1

Approval of a Parking Reduction for the Newington Business Center (Mount Vernon District)

ISSUE:
Board of Supervisors approval of a 20.5 percent reduction in required parking for the Newington Business Center, located at 8350, 8352 and 8354 Terminal Road; Tax Map Nos. 099-3 ((1)) Parcels 44A and 14I (subject property); Mount Vernon District.

RECOMMENDATION:
The County Executive recommends that the Board approve a parking reduction of 20.5 percent (45 fewer spaces) for Newington Business Center, located at 8350, 8352 and 8354 Terminal Road. This recommendation is pursuant to Paragraph 4(B) of Section 11-102 of Chapter 112 (Zoning Ordinance) of the *Code of the County of Fairfax, Virginia,* based on an analysis of the parking requirements for each use on the site and a study of the hourly parking accumulation characteristics, on condition that:

1. A minimum of 174 parking spaces must be maintained on site at all times.

2. The uses permitted per this parking reduction are:
    - a total of 23,043 Gross-Square-Feet (GSF) office uses
    - a total of 48,664 GSF warehouse uses,
    - an establishment for testing with six employees and one company vehicle,
    - a fast food restaurant (accessory service use), and
    - a 10,536 GSF place of worship with 296 seats

3. A maximum of 296 seats are permitted for the place of worship. The place of worship will not hold weekday services before 7:00 P.M., as specified in the applicant's parking reduction request dated June 26, 2014. The services shall be held only during weekday or Saturday evenings after 7:00 P.M. or at any time on Sunday so that the peak parking demands associated with the services occur outside the normal hours of operation of the other uses on the subject property in order to avoid the times when the parking demands associated with all the other uses on the subject property are at their peak.

4. No other parking spaces required to meet the parking requirements for this parking reduction shall be restricted or reserved except for those required to meet the parking requirements of the Americans with Disabilities Act (ADA).

5. The current owners, their successors or assigns of the subject property shall submit a parking space utilization study for review and approval by the Board at any time in the future that the Zoning Administrator so requests. Following review of that study, or if a study is not submitted within 90 days after the request, the Board may rescind this parking reduction or require alternative measures to satisfy parking needs, which may include requiring all uses to comply with the full parking space requirements as specified in Article 11 of the Zoning Ordinance.

6. All parking utilization studies prepared in response to a request by the Zoning Administrator shall be based on applicable requirements of *The Code of the County of Fairfax, Virginia*, and the Zoning Ordinance in effect at the time of said parking utilization study submission.

7. Shared parking with any additional use(s) on the subject property shall not be permitted without the submission of a new parking study prepared in accordance with the applicable requirements of the Zoning Ordinance and shall be subject to the Board's approval.

8. All parking provided on the subject property shall be in accordance with the applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the ADA.

9. The conditions of approval of this parking reduction shall be recorded in the Fairfax County land records in a form acceptable to the County Attorney.

10. Unless an extension has been approved by the Board, this parking reduction shall expire without notice 6 months from the date of Board approval if Condition No. 9 has not been satisfied.

TIMING:
Board action is requested on December 2, 2014.

Board Agenda Item
December 2, 2014

BACKGROUND:
The Iglesia La Gran Commission Assemblies De Dios ("The Church") is an existing place of worship located at 8354 Terminal Road, and is proposing to expand from 50 to 296 seats, within the existing Newington Business Center. The subject site is zoned I-6 (Heavy Industrial District) and incorporates a mix of uses, including the place of worship, office, warehouse, fast food restaurant (as an accessory service use), and an establishment for testing.

The submitted parking study, prepared by Arif Hodzic, AIA, Hodzic Architects, P.C., and revised through July 9, 2014, is for the proposed expanded place of worship in conjunction with the other uses on the site. Based on the results of the study, the applicant is requesting that the Board approve a parking reduction to permit the shared parking with the other uses on the site.

Generally, the strict application of Zoning Ordinance dictates that, when the use or building contains a combination of uses, the total number of parking spaces is based on the sum of the required spaces for each use. Pursuant to Paragraph 4(B) of Section 11-102 of the Zoning Ordinance, however, the Board may reduce the total number of parking spaces required by the strict application of the Zoning Ordinance when the applicant has adequately demonstrated that fewer spaces than those required by the Zoning Ordinance will adequately serve two (2) or more uses by reason of the hourly parking accumulation characteristics of such uses and if such reduction will not adversely affect the site or adjacent area. Based on the combined number of spaces required for each use on the site, a strict application of the Zoning Ordinance would require a total of 219 parking spaces. The available parking on the site is 174 parking spaces.

Based on the methodology established in the Urban Land Institute (ULI) publication Shared Parking, 2nd edition (November 2005), individual parking spaces available on a site may be shared by multiple uses when the peak parking demands associated with the different uses occur at different times and/or days of the week. The Church will operate on Sundays from 9 AM to 11 PM, and Mondays through Saturdays from 7PM to 11 PM. Peak parking demand for the Church will occur during Saturday or weekday evening services or during Sunday services, when the majority of the other office and warehouse uses are closed. Based on the different hours of operation, the available on-site parking spaces will be adequate to accommodate the parking demands associated with the different uses operating on the site at any given time.

The parking analysis indicates the expanded church can share the available parking spaces with the other uses on this site based on the hourly parking accumulation

characteristics for each of the uses, without adversely affecting the site. Therefore, the staff supports the applicant's request for a 20.5 percent reduction (45 fewer spaces), subject to the conditions listed above.

The recommended parking reduction reflects a coordinated review by the Department of Public Works and Environmental Services with the Department of Planning & Zoning, the Department of Transportation and the Office of the County Attorney.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Parking Reduction Request and Excerpts from Parking Study No. 5789-PKS-003-1, Prepared by Arif Hodzic, AIA, Hodzic Architects, P.C., Revised Through July 9, 2014.

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey Clark, Acting Director, Land Development Services, DPWES

Hodzic Architects, P.C.

1003 Snapper Cove Lane
Pasadena, MD 21122
Tel: (410) 255-2600
Fax: (410) 255-2680

ah@hodzicarchitects.com
www.hodzicarchitects.com

LETTER OF REQUEST FOR SHARED PARKING June 26, 2014

Property: Newington Business Center
8350, 8352 and 8354 Terminal Road
Lorton, VA 22079
Tax Map: 99-3-001-44A
Mount Vernon District

Reason for the request for shared parking under Paragraph 4 of Zoning Ordinance 11-102:

Iglesia La Gran Commission Assemblies De Dios is church, which operates at limited hours on; Saturday from 7 PM to 11 PM, Sundays from 9 AM to 10 PM, and evenings after 7:00 PM to 11 PM. Church presently has 18 parking spaces all the time, not sharing with anyone. In addition Church would like to use 56 parking spaces, on limited time, which they will share with tenants in Building #4. This will give Church total of 74 parking spaces, which allows for 296 fixed seats in the Sanctuary.

Newington Business Center has predominantly Warehouse and Office type uses. The following spaces have limited hours of operation and will share spaces with the church The following Tenants use their spaces as follows: Monday to Friday 2 AM to 6 PM, and do not use parking spaces on Saturday and Sunday at all. This allows Church to use their 56 spaces during the times other tenants are not using.

Tenants in Building #4 are closed on Saturday and Sunday. Monday to Friday they are open on limited hours as shown in their letters: (all 56 spaces are available for church use):

8352 A-1, A-2 and A-3	Christ Brothers Construction,	9AM to 5 PM	8 spaces
8352 B	Newington Deli	6:30 AM to 4 PM	12 spaces
8352 C-1, C-2 and D	Master Print	8 AM to 5 PM	12 spaces
8352 E-1, E-2, F-2 and F-2	Fairfax Foods	2 AM to 4 PM	14 spaces
8352 G	Vacant Warehouse	8 AM to 6 PM	4 spaces
8352 H	The Davey Tree Company	7 AM to 5 PM	6 spaces
		Total spaces in shift ONE	56 spaces

Church will use the same 56 spaces, from 7 PM to 11 PM Monday to Friday. In addition Church will be open on Saturday from 7 PM to 11 PM and on Sunday from 9AM to 10 PM.

Building #3 and Building #5 (except Church), will not share their parking spaces and therefore we did not include their parking spaces in this calculation for shared spaces.

We surveyed actual use of parking spaces at 4 PM and 6 PM Monday to Friday and at 9 AM, 11 AM on Saturday and Sunday. The chart shows how the spaces will be actually used if Church is allowed to share spaces with the Tenants listed to use spaces on limited time bases.

In conclusion we think that these are adequate reasons to approve shared parking for this site.

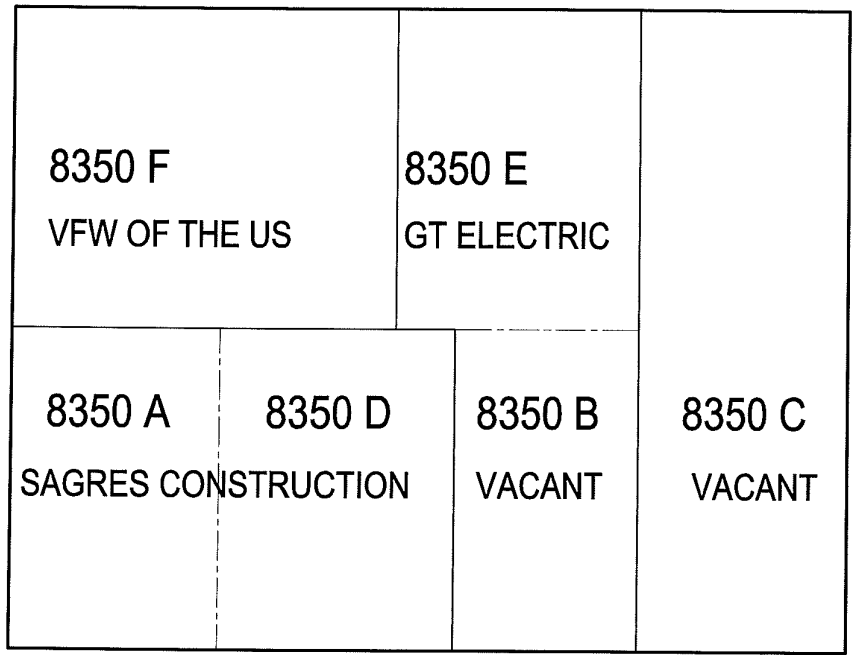
The Following documents are included:

1. This Letter of Request.
2. Previous Parking Tabulation 5789-PS-01.
3. New Parking Tabulation 5789-PS-02.
4. Parking Tabulation Chart.
5. Leasing Floor Plans, showing Tenants spaces. Tenants present Occupancy Permit and Letters from each tenant showing time of operation.
6. Original Site Plan, proposing one ADA van accessible parking space, by converting one HC space into van HC space. No additional paving is required.
7. Survey chart showing actual present parking lot occupancy as observed at 4:00 PM, and 6:00 PM Monday thru Friday and 9:00 AM, 11:00AM, 3:00PM and 6:00 PM Saturday and Sunday.
8. Letter from Building Owner permitting parking spaces to be shared.

If you have any questions please give me a call.

Hodzic Architects, PC

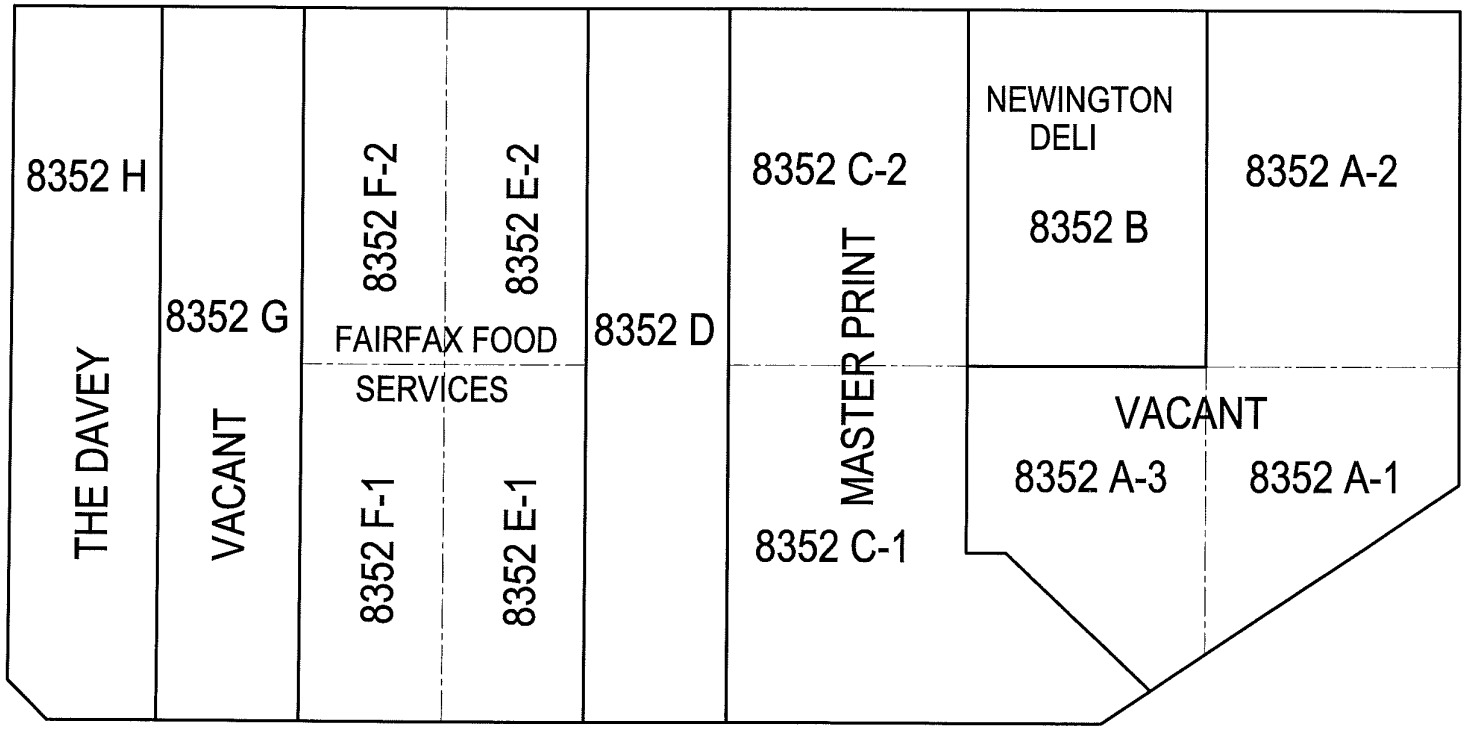
Arif Hodzic, AIA
Cell: 410-271-6733



AREA: 16,273 SF

NEWINGTON BUSINESS CENTER

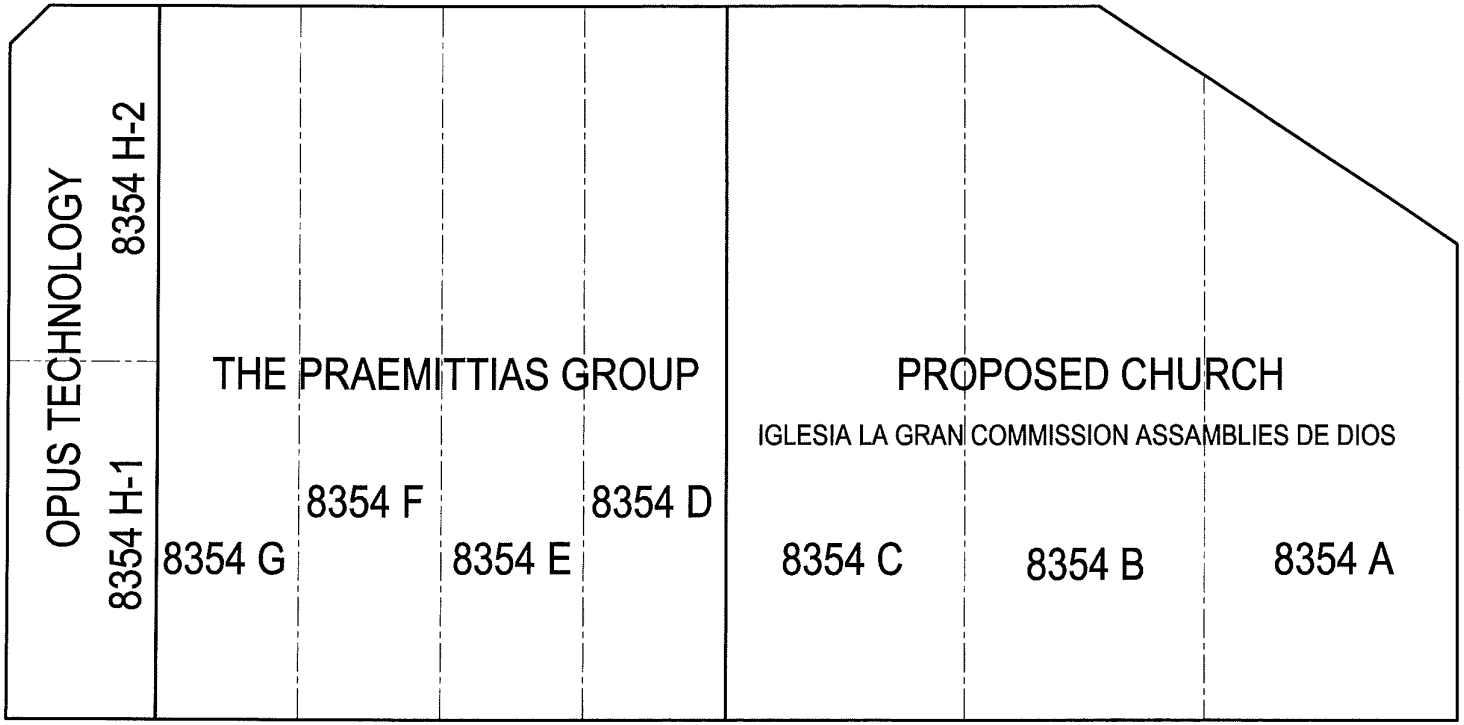
BUILDING #3 8350 TERMINAL ROAD



AREA: 30,568 SF

NEWINGTON BUSINESS CENTER

BUILDING #4 8352 TERMINAL ROAD



AREA: 30,568 SF

NEWINGTON BUSINESS CENTER

BUILDING #5 8354 TERMINAL ROAD

5

ASAMBLEAS de DIOS

IGLESIA LA GRAN COMISION
ASAMBLEAS DE DIOS.

8354-A TERMINAL ROAD, LORTON VIRGINIA 22079
E-MAIL ILGC-AG@LIVE.COM
OFFICE-PHONE (703) 541-0816.

PASTORS
JORGE & SONIA CLAVERIE
E-MAIL JORGE_CLAVERIE @MSN.COM
HOME (703) 541-3007

February 3, 2014.

To whom it may concern:

Iglesias la Gran Comision Asambleas de Dios is a Hispanic Church which will be moving to 8354 A Terminal Road, Lorton VA 22079. The space we will be renting consists of units A,B,and C which contain a total of 10,536 Sq ft. Our hours of operations will be from:

Monday-Friday from 7:00 pm-11:00pm

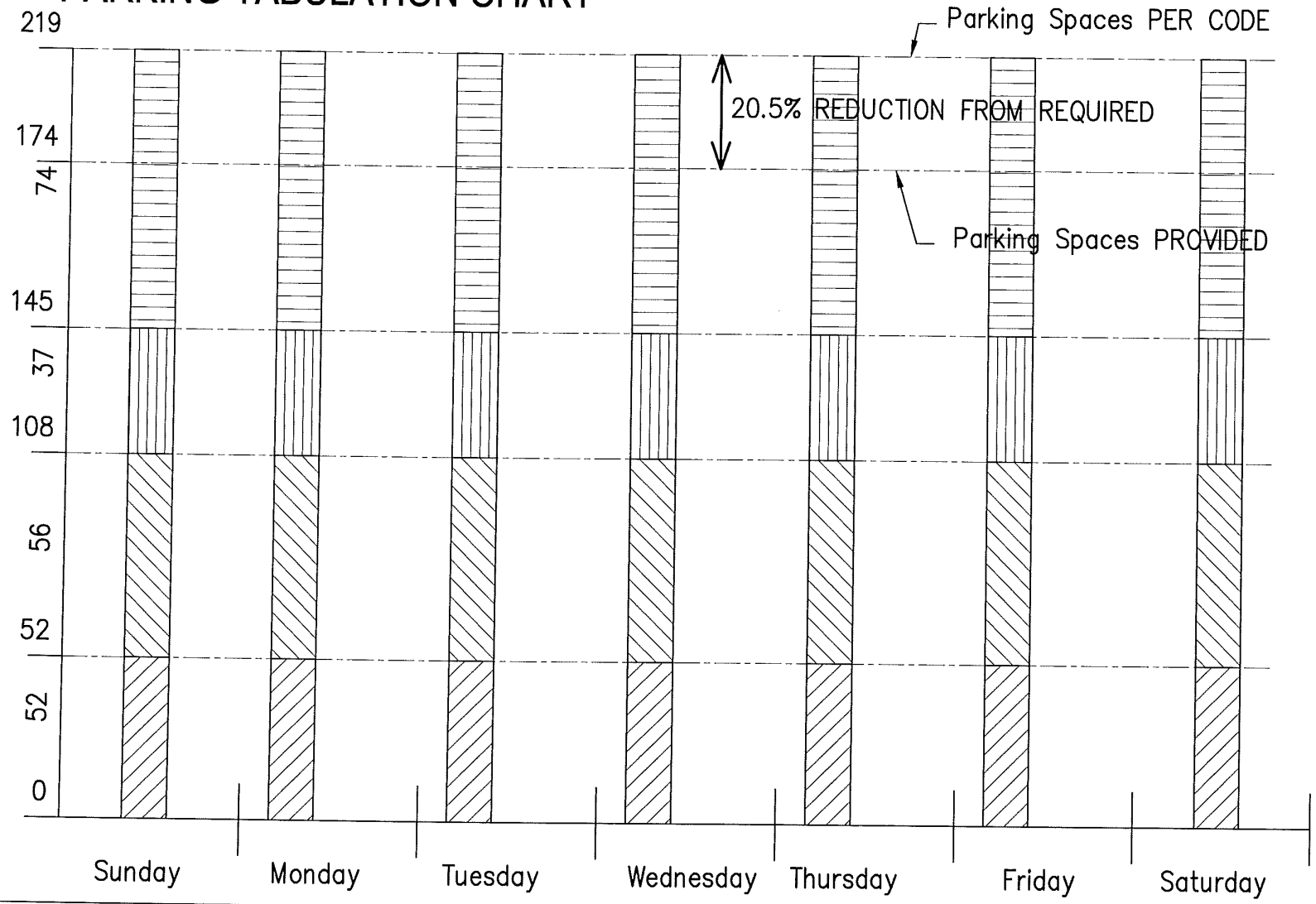
Saturday from 7:00pm-11:00pm

Sunday from 9:00am-10pm

Please feel free to contact me directly if any more detailed information is required

Jorge M Claverie
Senior Pastor.

PARKING TABULATION CHART



BUILDING #3
8350

BUILDING #4
8352

BUILDING #5
8354
LESS CHURCH

CHURCH USE
M–F 7PM–11PM
SAT 7PM–11PM
SAN 9AM–10PM

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

Engineer: ARIF HODZIC Address: 1003 SNAPPER COVE LN. PASADENA, MD. 21122 Phone #: 410-271-6733

Plan Name: NEWINGTON BUSINESS CENTER Original Site Plan #: 5789-PS-02 Tax Map # 99-3-001-44A

Zoning: I-6 Rezoning Case #: N/A Proffered: ☐ Yes ☒ No Proffered Use Restrictions (See Note 1 below) N/A

ADDRESS	LIST EACH FLOOR (include basement)	SUITE #	USE (See Notes 2, 3 and 4 below)	USE PERMITTED BY: RIGHT	SPECIAL PERMIT	SPECIAL EXCEPTION	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (See Note 5 below)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
8350 TERMINAL RD BUILDING #3																52
8352 TERMINAL RD BUILDING #4																56
8354 TERMINAL RD BUILDING #5																111
(If additional space is required use Page 2)															REQUIRED TOTAL FOR ENTIRE SITE PLAN	219
NUMBER OF ACCESSIBLE SPACE(S) PROVIDED	5	+ VAN ACCESSIBLE SPACE(S) PROVIDED					1	= TOTAL ACCESSIBLE PARKING SPACE(S) on site per ADA Act and VUSBC (See Note 6 below)								6
(The total number of parking spaces, including accessible parking spaces, available and useable for vehicular parking on the area covered by this site plan [See Note 6 below])															TOTAL PARKING SPACE(S) PROVIDED	174

COMMONWEALTH OF VIRGINIA
ARIF H. HODZIC
No. 03096
CERTIFIED ARCHITECT

Prepared in accordance to Section 54.1 – 401 of the Virginia State Code

[1] List proffered use Prohibitions or Limitations.
[2] In building where one floor has more than one use (personal services, general office & retail), use a separate line for each use. The uses must correspond to those identified in Article 11 of the Zoning Ordinance, or else documentation of the Zoning Administration determination must be attached to the tabulation.
[3] Units which are vacant shall be included, the intended use shall be indicated and parking allocated.
[4] Developer should make an initial parking assignment for each unit on the site plan. If developer, condominium, association or landlord wishes to make changes to assigned number of spaces after final site plan bond release, a site plan revision for reallocation of parking will be required. This form, when properly completed and certified, is intended to be such a site plan revision.
[5] If use is a Grandfathered use, it may be calculated at previous code parking rate if so identified and justification is submitted with the parking tabulations.
[6] Certification is taken to mean that the number of parking spaces shown as being provided is actually available on the site and useable (not occupied or blocked by dumpsters, air conditioners, incinerators, storage trailers, etc.), that all uses on the site have been included in the above listing, and that the requisite number of spaces and signage for compliance with ADA are provided. The number of parking spaces must be in conformance with the associated rezoning, special exception, special permit and variance.

Certified Correct[6] (Applicant) Engineer's Signature: ARIF HODZIC Date: 6-26-2014

County Approval by: Date:

Property Owners, Landlords, Condominium Association - Concurrence with Tabulation
Print Name & Title (Include company name when appropriate): BRUCE LEVIN, PRESDENT Signature: Date: 6-26-2014

Submit to: Land Development Services, Site and Addressing Center, 12055 Government Center Parkway, Fairfax, Virginia 22035-5503 Number of copies required: One (1) original with Engineer's Seal, Signature and date, plus four (4) copies.
REVISED FORM (3/2012)

Sheet 1 of 4

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

Engineer: ARIF HODZIC Address: 1003 SNAPPER COVE LN. PASADENA, MD 21122 Phone #: 410-271-6733

Plan Name: NEWINGTON BUSINESS CENTER Original Site Plan #: 5789-PS-02 Tax Map # 99-3-001-44A

Zoning: I-6 Rezoning Case #: N/A Proffered: ☐ Yes ☒ No Proffered Use Restrictions (See Note 1 below) N/A

	ADDRESS	LIST EACH FLOOR (include basement)	SUITE #	USE (See Notes 2, 3 and 4 below)	USE PERMITTED BY: RIGHT	SPECIAL PERMIT	SPECIAL EXCEPTION	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (See Note 5 below)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
	8350 TERMINAL RD	1	A,D	OFFICE	✓			4000								3.6/1000	14.4
BUILDING #3	8350 " (VACANT)	1	B	OFFICE	✓			4255								3.6/1000	15.3
BUILDING #3	8350 " (VACANT)	1	C	MEDICAL TESTING	✓			3689			1		6			1/EMP 1/C.V	7.0
BUILDING #3	8350 "	1	E	OFFICE	✓			1500								3.6/1000	5.4
BUILDING #3	8350 "	1	F	OFFICE	✓			2556								3.6/1000	9.2
															TOTAL		52.0

Enter Totals on Sheet 1 of 2. Number of copies required: One (1) original copy with Engineer's Seal and Signature, plus four (4) copies.

Sheet 2 of ~~2~~ 4

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

Engineer: ARIF HODZIC Address: 1003 SNAPPER COVE LN. PASADENA, MD 21122 Phone #: 410-271-6733

Plan Name: NEWINGTON BUSINESS CENTER Original Site Plan #: 5789-SP-02 Tax Map # 99-3-001-44A

Zoning: I-6 Rezoning Case #: N/A Proffered: ☐ Yes ☒ No Proffered Use Restrictions (See Note 1 below) N/A

ADDRESS	LIST EACH FLOOR (include basement)	SUITE #	USE (See Notes 2, 3 and 4 below)	USE PERMITTED BY: RIGHT	USE PERMITTED BY: SPECIAL PERMIT	USE PERMITTED BY: SPECIAL EXCEPTION	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (See Note 5 below)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
8352 TERMINAL RD (VACANT)	1	A-1	WAREH	✓			1942								1/1000	2
8352 " (VACANT)	1	A-2	OFFICE	✓			1000								3.6/1000	4
8352 " (VACANT)	1	A-3	WAREH	✓			1797								1/1000	2
8352 " (ACCESSORY USE)	1	B	FAST FOOD	✓			1342		24						1/2 SEATS	12
8352 "		C-1	WAREH	✓			3432								1/1000	4
8352 "		C-2	OFFICE	✓			1000								3.6/1000	4
8352 "		D	WAREH	✓			3982								1/1000	4
8352 " FAIRFAX FOODS CATERING		E-1	WAREH	✓			2394								1/1000	3
8352 "		E-2	WAREH	✓			2614								1/1000	3
8352 "		F-1	WAREH	✓			2832								1/1000	3
8352 "		F-2	OFFICE	✓			1200								3.6/1000	5
8352 " (VACANT)		G	WAREH	✓			3996								1/1000	4
8352 "		H-1	OFFICE	✓			500								3.6/1000	2
		H-2	WAREH	✓			3,532									4
														TOTAL		56.0

Enter Totals on Sheet 1 of 2. Number of copies required: One (1) original copy with Engineer's Seal and Signature, plus four (4) copies.

Sheet ~~1~~ of ~~2~~ 3 4

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

Engineer: ARIF HODZIC Address: 1003 SNAPPER COVE LN. PASADENA, MD 21122 Phone #: 410-271-6733

Plan Name: DEWINGTON BUSINESS CENTER Original Site Plan #: 5789-SP-02 Tax Map # 99-3-001-44A

Zoning: I-6 Rezoning Case #: N/A Proffered: ☐ Yes ☒ No Proffered Use Restrictions (See Note 1 below) N/A

ADDRESS	LIST EACH FLOOR (include basement)	SUITE #	USE (See Notes 2, 3 and 4 below)	USE PERMITTED BY: RIGHT	SPECIAL PERMIT	SPECIAL EXCEPTION	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (See Note 5 below)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
8354 TERMINAL RD	1	A,B,C	CHURCH	✓			10,536		296						1/4 SEATS	74.0
8354 "	1	D	OFFICE	✓			4,332								3.6/1000	16.0
8354 "	1	E,F,G	WAREH	✓			11,796								1/1000	12.0
8354 "	1	H-1	WAREH	✓			2,507								1/1000	3.0
8354 "	1	H-2	OFFICE	✓			1,500								3.6/1000	6.0
															TOTAL	111.0

Enter Totals on Sheet 1 of 2. Number of copies required: One (1) original copy with Engineer's Seal and Signature, plus four (4) copies.

Sheet 4 of 4

PARKING USAGE PER SURVEY

Monday Feb 3, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
4 PM	18/84	18/60	12/30	48/174
6 PM	13/84	13/60	6/30	32/174

Tuseday Feb 4, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
4 PM	21/84	15/60	15/30	51/174
6 PM	11/84	12/60	5/30	28/174

Wednesday Feb 5, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
4 PM	12/84	22/60	15/30	49/174
6 PM	7/84	11/60	4/30	22/174

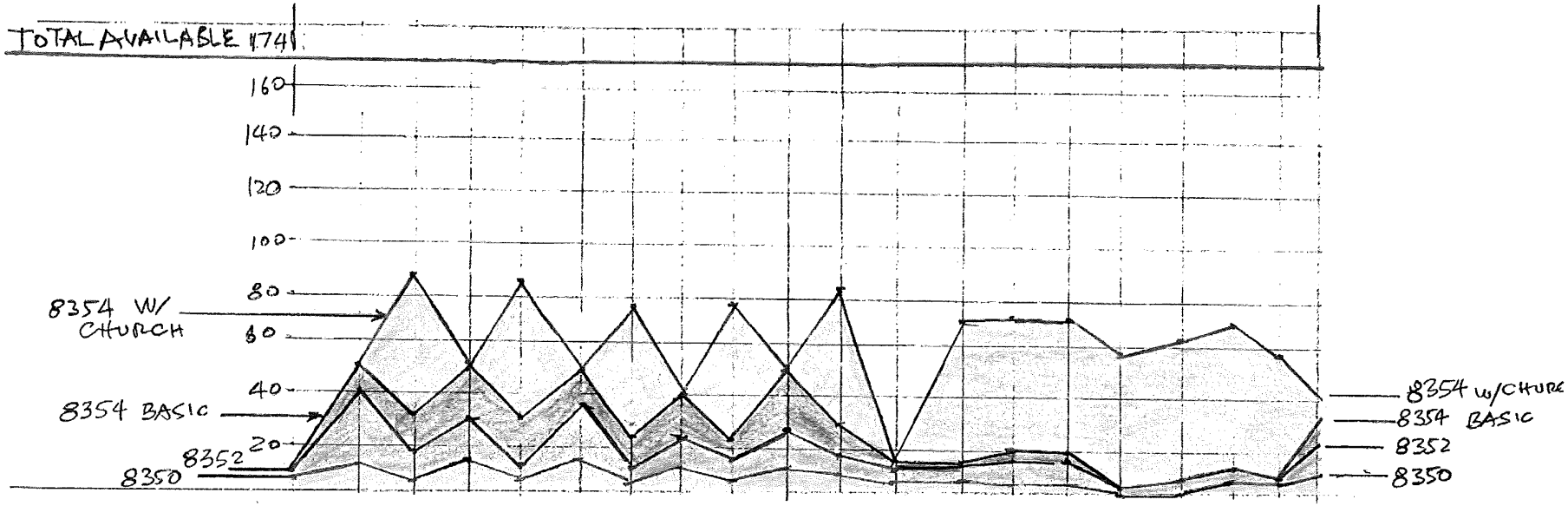
Thursday Feb 6, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
4 PM	17/84	12/60	11/30	40/174
6 PM	6/84	13/60	4/30	23/174

Friday Feb 7, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
4 PM	20/84	14/60	14/30	48/174
6 PM	10/84	10/60	9/30	29/174

Saturday Feb 8, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
9 AM	6/84	6/60	4/30	48/174
11 AM	6/84	6/60	4/30	32/174
3 PM	8/84	10/60	2/30	48/174
6 PM	8/84	10/60	2/30	32/174

Sunday Feb 9, 2014	8354 #used/Total	8352 #used/Total	8350 #used/Total	TOTAL
9 AM	2/84	1/60	0/30	48/174
11 AM	2/84	3/60	0/30	32/174
3 PM	0/84	13/60	2/30	48/174
6 PM	0/84	1/60	2/30	32/174

PARKING TABULATION - PRESENTLY USED AND ADDITIONAL PARKING REQUESTED BY CHURCH



BUILDING #3 8354	18	13	21	11	12	7	17	6	20	10	6	6	8	8	2	2	0	0
BUILDING #4 8352	18	13	15	12	22	11	12	13	14	10	6	6	10	10	1	3	13	1
BUILDING #5 8350	12	6	15	5	15	4	11	4	14	9	4	4	2	2	0	0	2	2
SUB TOTAL	48	32	51	28	49	22	40	23	48	29	16	16	20	20	3	5	15	3
ADDIT. CHURCH	0	56	0	56	0	56	0	56	0	56	0	56	56	56	56	56	56	56
TOTAL W/ CHURCH	48	88	51	84	49	78	40	79	48	85	16	72	76	76	59	61	71	59
	4PM M	6PM	4PM T	6PM	4PM W	6PM	4PM T	6PM	4PM F	6PM	9AM SA	11AM	3PM	6PM	9AM SU	11AM	3PM	6PM

VACANT

8350 C TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

EXPECTED
MONDAY-FRIDAY 8-6 pm

SATURDAY Closed

SUNDAY Closed

Renee Sterling NEWINGTON BUSINESS CENTER REPRESENTATIVE

SIGNATURE

Renee Sterling

PRINT NAME

VFW OF SPRINGFIELD

8350 F TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY WED-FRIDAY 10:00 A.m - 6pm

SATURDAY 9:00 Am - 2pm

SUNDAY 11:00 AM - 5 pm ?

VFW REPRESENTATIVE

SIGNATURE

WILLIE JANUS

PRINT NAME

GT ELECTRIC

8350 G TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY 6:30 a.m - 4pm ?

SATURDAY N/A

SUNDAY N/A

_____ GT ELECTRIC REPRESENTATIVE

SIGNATURE

THOMAS RICE

PRINT NAME

CHRYST BROTHERS

8352 A TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY 9-5pm

SATURDAY Closed

SUNDAY Closed

CHRYST BROTHERS REPRESENTATIVE

SIGNATURE

John Chryst

PRINT NAME

NEWINGTON DELI

8352 B TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY 6:30 - 4pm

SATURDAY Closed

SUNDAY Closed

Mary A. NEWINGTON DELI REPRESENTATIVE

SIGNATURE

Ench Tull Lodon

PRINT NAME

MASTERPRINT

8352 C-D TERMINAL ROAD

LORTON, VA 22079

(C-1, C-2, D) 12

December 12, 2013

Fairfax County

TO WHOM IT MAY CONCERN:

Our normal business hours are:

MONDAY-FRIDAY: 8-5

SATURDAY: N/A

SUNDAY: N/A

_____ MASTERPRINT REPRESENTATIVE

SIGNATURE

FAIRFAX FOODS

8352 E-F TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY 2am - 4pm

SATURDAY closed

SUNDAY closed

_____ NEWINGTON BUS CTR REPRESENTATIVE

SIGNATURE

Kathryn Draughon

PRINT NAME

VACANT

8352 G TERMINAL ROAD (WAREHOUSE)

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

EXPECTED
MONDAY-FRIDAY 8am-6pm

SATURDAY closed

SUNDAY closed

Renee Sterling NEWINGTON BUS CTR REPRESENTATIVE

SIGNATURE

Renee Sterling

PRINT NAME

THE DAVEY TREE COMPANY

8352 H TERMINAL ROAD (WAREHOUSE)

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY 7:00 - 5:00

SATURDAY closed

SUNDAY closed

_____ THE DAVEY TREE REPRESENTATIVE

SIGNATURE

Chris Moushey

PRINT NAME

PRAEMITTIUS GROUP

8354 D,E, F G TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

FAIRFAX COUNTY

TO WHOM IT MAY CONCERN

OUR NORMAL BUSINESS HOURS ARE:

MONDAY-FRIDAY 8a.m - 5p.m

SATURDAY Closed

SUNDAY Closed

PRAEMITTIUS GROUP REPRESENTATIVE

SIGNATURE

Greg Shaffer

PRINT NAME

OPUS INSPECTIONS

8354 H TERMINAL ROAD

LORTON, VA 22079

December 12, 2013

Fairfax County

TO WHOM IT MAY CONCERN:

Our normal business hours are:

Monday-Friday 8AM-4pm

Saturday closed

Sunday closed

Signature, Jack Pierce, Representative from Opus Inspections

8

ADVANCED PROPERTIES, LTD
6551 Loisdale Court
Suite 330
Springfield, VA 22150
(703) 971-7800
Fax (703) 922-6060

June 26, 2014

M E M O R A N D U M

TO: COUNTY OF FAIRFAX

FROM: BRUCE LEVINE, PROPERTY OWNER/MANAGER

RE: GRAND COMMISSION CHURCH

VIA: HAND DELIVERED

Gentlemen;

As owner and Manager of Newington Business Center, I hereby grant GRAND COMMISSION CHURCH permission to apply for and receive a shared parking agreement for their Property at 8354 ABC Terminal Road, Newington, Virginia.

Thank you for your attention to this matter.

Bruce Levine

Board Agenda Item
December 2, 2014

ACTION – 2

Approval of a Resolution to Authorize the Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds

ISSUE:
Board approval of a resolution to authorize the sale of General Obligation Public Improvement and Public Improvement Refunding Bonds on or about January 14, 2015.

RECOMMENDATION:
The County Executive recommends approval of the sale of General Obligation Public Improvement Bonds that will generate $256.3 million to fund construction of capital facilities and infrastructure as previously approved by the Board.

County staff recommends the Board take the following action:

> Approve the resolution authorizing the issuance of the General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds, which also authorizes the execution and delivery of a Continuing Disclosure Agreement and other documents necessary for sale. This resolution delegates to the County Executive or Chief Financial Officer authority to award the bonds to the lowest responsive bidder. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions. This resolution also approves the form of the notice of sale and the Official Statement for the Public Improvement Bonds, and authorizes the Chairman, Vice Chairman, County Executive or Chief Financial Officer to sign the Official Statement for the Public Improvement Bonds. In addition, the resolution provides the flexibility that Public Improvement Refunding Bonds (or public improvement bonds) may be sold in a negotiated transaction with a County chosen underwriter (s).

TIMING:
Board action is requested on December 2, 2014.

BACKGROUND:
The Proposed Bond Sale Schedule of Events (Attachment 2) indicates a new money bond sale on or about January 14, 2015. There are many potential market events that could affect the bond sale in the next few months; and therefore, this sale date is

subject to market conditions. The County staff, along with the County's Financial Advisor will revisit and adjust the sale date, as needed. The closing date for the bonds is currently scheduled for the week of January 26, 2015.

Staff is presenting the Board with the necessary documents to proceed with the new money bond sale to meet FY 2015 capital funding requirements for on-going projects. The resolution also lists several outstanding series of bonds that may become future candidates to refund if interest rates remain favorable. The County staff, Bond Counsel, and the County's Financial Advisor have added flexibility to the bond resolution to permit multiple bond sale methodologies and various structural alternatives. This flexibility will allow staff to respond to potentially changing market conditions in order to obtain the lowest possible interest rates. For example, the resolution allows for a negotiated sale for all or a portion of the bonds rather than only a competitive sale. Increasing the County's flexibility is a sound strategy in the current bond market and ensuring the County has market access at favorable interest rates.

New Money Sale

The General Obligation Bond sale totals $256.3 million and is allocated amongst the following categories. The Fairfax County Public Schools will receive $161 million, which includes the annual baseline request of $155 million and an additional one time allotment of $6 million. The latter of which is the local match required from the Fairfax County Public Schools for federal funds approved to construct a new elementary school at Fort Belvoir and to renovate the existing elementary school at the base. The balance of $13.3 million from the 2007 School bond referendum for the Newington Bus Garage and related garage facilities will be expended out of Fund 30010, General Construction and Contributions.

The County will allocate $23 million to the Washington Metropolitan Area Transit Authority (WMATA) as required per WMATA's FY 2015-2020 Adopted Capital Improvement Program. A County allotment of $15 million will fund ongoing Board of Supervisors approved transportation projects such as the widening of Stringfellow Road and Lorton Road. Public Safety funding of $20 million will provide for ongoing construction costs at the Fair Oaks, McLean, and Reston Police Stations; Courtroom renovations; and the Fire and Rescue Training Academy. Funding of $19 million will be provided for the Fairfax County Park Authority, which includes funding for annual capital project requirements as well as funding for land acquisition. Lastly, the Northern Virginia Regional Park Authority will receive $3 million and the Huntington Levee project will receive $2 million.

The Schedule of Bond Purposes notes the remaining balance of voter approved authorized but unissued bond funds by category and is included as Attachment 3. The School Board resolution requesting the sale of bonds on behalf of the School system is

included as Attachment 4. The School Board approved the resolution at its November 17, 2014 School Board meeting.

Staff has structured the size of this sale to the level necessary to support the capital construction program for the current fiscal year, without altering any of the schedules of the projects in progress and previously approved by the Board of Supervisors. The bond sale amount was sized on project cash needs for the current fiscal year. This sale of $256.3 million is within the adjusted total maximum sales allowed in the Ten Principles of Sound Financial Management. The FY 2015 Adopted Budget Plan states that the maximum annual sale of bonds will be $275 million or $1.375 billion over a five-year period, with a technical limit not to exceed $300 million in a single year. Consistent with previous bond sales, the County's Resolution (Attachment 1) includes a provision which would permit the County Executive or Chief Financial Officer to award the bonds, in the event of a competitive sale, to the best responsive bidder within the guidelines established by the Board.

The maximum true interest cost rate permitted on the bonds as established in the Bond Resolution is 5.5 percent. In addition, for a competitive sale, staff will use the electronic bidding system to receive bids and participate in providing on-line public access to the Notice of Sale (Attachment 5), and the Preliminary Official Statement, (Attachment 6).

It should be noted that Attachments 2 through 6 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for bidders. Any material changes will be noted and forwarded to the Board of Supervisors.

Refunding Options – General Obligation Bonds
The County recently conducted a General Obligation Refunding Bond Sale (Series 2014B) in October 2014 that resulted in $15.5 net present value savings. As a result, the County does not expect there to be any further short term refunding savings as part of the planned new money bond sale in January 2015 (Series 2015A). However, the County's bond resolution does include other additional maturities that may become eligible for refunding when callable later in calendar year 2015. The terms of the bond resolution allow for these bonds to be refunded through an additional bond sale up to a year from approval from the Board on December 2, 2014. As interest rates continue to fluctuate and hover at historic lows, this flexibility allows the County to capitalize on potential refunding candidates specifically authorized in the resolution.

FISCAL IMPACT:
The estimated debt service budget requirement for the new money bond sale, based on a conservative 4.0 percent True Interest Cost estimate, is $14.8 million for School purposes and $8.8 million for County purposes, beginning in FY 2016.

The County issued General Obligation bonds as part of combined new money and refunding (Series 2014A) bond sale in the par amount of $316.31 million on January 23, 2014. The bonds were sold to Citigroup Global Markets, at a true interest cost of 2.84. The Series 2014A also included refunding bonds that generated net present value savings of $4.38 million over the life of the bonds. In addition, the County issued General Obligation refunding bonds (Series 2014B) in the par amount of $202.19 million on October 21, 2014 that generated net present value savings of $15.5 million over the life of the bonds.

The reception of Fairfax County bonds in the market continues to compare favorably both nationally and locally. The County has held a Aaa rating from Moody's since 1975, a AAA rating from Standard and Poor's since 1978,and a AAA rating from Fitch Ratings since 1997. As of October 2014, 9 states, 39 counties, and 32 cities have a Triple A bond rating from all three major rating agencies. As a result of the County's excellent Triple-A bond rating, the County has saved an estimated $661.99 million from County bond and refunding sales.

ENCLOSED DOCUMENTS:
Attachment 1: 2015 County Public Improvement Bond Resolution
Attachment 2: 2015 Bond Sale Schedule of Events
Attachment 3: Schedule of Bond Purposes
Attachment 4: School Board Resolution Requesting Sale of Bonds (School Board Approved on November 17, 2014)
Attachment 5: Notice of Sale, Series 2015
Attachment 6: Draft of the Preliminary Official Statement, Series 2015

STAFF:
Susan Datta, Chief Financial Officer and Director, Department of Management and Budget
Joseph LaHait, Debt Coordinator, Department of Management and Budget
Patricia Moody McCay, Assistant County Attorney

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia on December 2, 2014, at which meeting a quorum was present and voting, the following resolution was adopted:

A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF PUBLIC IMPROVEMENT BONDS AND REFUNDING BONDS, OF FAIRFAX COUNTY, VIRGINIA, PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE COUNTY EXECUTIVE OR THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS.

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia:

Section 1(a). Public Improvement Bonds. The Board of Supervisors of Fairfax County, Virginia (the "Board of Supervisors"), has found and determined and does hereby declare that:

(i) **School improvements – $174,290,000.** At an election duly called and held on November 6, 2007, a majority of the qualified voters of Fairfax County, Virginia (the "County"), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of $365,200,000.

The purpose of the school bonds stated in the election was to provide up to $315,200,000, in addition to funds from school bonds previously authorized and any other available funds, to finance the costs of additional capital improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system and providing up to $50,000,000, in addition to any other available funds, to finance the cost of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school buses, school vehicles and other County vehicles.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $365,200,000 for such purpose.

The Board of Supervisors, at the request of the School Board of Fairfax County, Virginia (the "County School Board"), has heretofore issued $351,910,000 of the school bonds authorized at the election held on November 6, 2007.

The Board of Supervisors deems it advisable to authorize the issuance of the $13,290,000 balance of such school bonds for financing the costs of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school busses, school

vehicles and other County vehicles purposes authorized at the November 6, 2007 election, and to sell the bonds.

At an election dully called and held on November 3, 2009, a majority of the qualified voters of the County, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of $232,580,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $232,580,000 for such purpose.

The Board of Supervisors at the request of the County School Board has heretofore issued $202,908,200 of the school bonds authorized at the election held on November 3, 2009.

The Board of Supervisors deems it advisable to authorize the issuance of the $29,671,800 balance of school bonds authorized at the November 3, 2009 election and to sell the bonds.

At an election dully called and held on November 8, 2011, a majority of the qualified voters of the County, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of $252,750,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $252,750,000 for such purpose.

The Board of Supervisors has not issued any of the $252,750,000 school bonds authorized at the election duly called and held on November 8, 2011.

The Board of Supervisors deems it advisable to authorize the issuance of up to $131,328,800 of school bonds authorized at the November 8, 2011 election and to sell the bonds.

The issuance of such school bonds is contingent upon the adoption by the County School Board of a resolution, in a form acceptable to the County's bond counsel, consenting to the issuance of such school bonds.

(ii) **Transportation improvements and facilities - $38,000,000.** At an election duly held on November 6, 2007, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities and any other available funds, in the maximum aggregate principal amount of $110,000,000 for the purpose of providing funds for the cost of constructing, reconstructing, improving and acquiring transportation improvements, including improvements to primary and secondary State highways, off-street parking, pedestrian improvements, and ancillary related improvements and facilities, and including capital costs of necessary land, transit facilities, rolling stock and equipment in the Washington metropolitan area allocable to the County pursuant to the provisions of the Washington Metropolitan Area Transit Authority Compact.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $110,000,000 for such purpose.

The Board of Supervisors has heretofore issued $65,050,500 transportation improvement and facilities bonds authorized at the November 6, 2007 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to $15,000,000 of such transportation improvement and facilities bonds authorized at the November 6, 2007 election and to sell the bonds.

At an election duly held on November 2, 2010, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of $120,000,000 for the purpose of providing funds for the cost of constructing, reconstructing, improving and acquiring transportation improvements, including improvements to primary and secondary State highways, off-street parking, pedestrian improvements, and ancillary related improvements and facilities, and including capital costs of necessary land, transit facilities, rolling stock and equipment in the Washington metropolitan area allocable to the County pursuant to the provisions of the Washington Metropolitan Area Transit Authority Compact.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $120,000,000 for such purpose.

The Board of Supervisors has heretofore issued $73,810,000 transportation improvement and facilities bonds authorized at the November 2, 2010 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to $23,000,000 of such transportation improvement and facilities bonds authorized at the November 2, 2010 election and to sell the bonds.

(iii) **Parks and park facilities – $22,012,100.** At an election duly called and held on November 4, 2008, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the parks and park facilities bonds previously authorized, in the maximum aggregate principal amount of $77,000,000 for the purpose of providing funds to finance the cost of providing additional parks and park facilities including the acquisition, construction, development and equipment of additional parks and park facilities, and the purchase of easements for the preservation of open-space land and the development and improvement of existing parks and park facilities by the Fairfax County Park Authority, and including an amount not to exceed $12,000,000 allocable to the County as its share of the cost of parks and park facilities to be acquired, constructed, developed and equipped by the Northern Virginia Regional Park Authority.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $77,000,000 for such purpose.

The Board of Supervisors has heretofore authorized the issuance of and has issued $50,187,900 parks and park facilities bonds for the Fairfax County Park Authority and $12,000,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 4, 2008 election.

The Board of Supervisors deems it advisable to authorize the issuance of the $14,812,100 balance of parks and park facilities bonds authorized at the November 4, 2008 election and to sell the bonds.

At an election duly called and held on November 6, 2012, a majority of the qualified voters of Fairfax County, approved contracting a debt, borrowing money and issuing bonds of Fairfax County, Virginia, in addition to the parks and park facilities bonds previously authorized, in the maximum aggregate principal amount of $75,000,000 for the purpose of providing funds with any other available funds to finance the cost of providing parks and park facilities including the acquisition, construction, development and equipment of additional parks and park facilities, and the purchase of permanent easements for the preservation of open-space land and the development and improvement of existing parks and park facilities by the Fairfax County Park Authority, and including an amount not to exceed $12,000,000 allocable to the County as its share of the cost of parks and park facilities to be acquired, constructed, developed and equipped by the Northern Virginia Regional Park Authority.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $77,000,000 for such purpose.

The Board of Supervisors has heretofore not authorized the issuance of and has not issued parks and park facilities bonds for the Fairfax County Park Authority authorized at the election duly called and held on November 6, 2012 and has heretofore authorized the issuance of and has issued $6,000,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 6, 2012 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to $4,200,000 parks and park facilities bonds for the Fairfax County Park Authority and $3,000,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 6, 2012 election and to sell the bonds at this time.

(iv) **Public safety facilities -- $20,000,000.** At an election duly called and held on November 7, 2006, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in the maximum aggregate principal amount of $125,000,000, for the purpose of providing funds, in addition to the public safety facilities bonds previously authorized and any other available funds, to finance the cost of providing public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of detention facilities, animal control facilities, civil and criminal justice facilities, police, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of $125,000,000 for such purpose.

The Circuit Court of Fairfax County, Virginia has duly entered a Final Order on October 14, 2014 granting the Board's petition to extend the time period by two years in which the public safety facilities bonds may be issued.

The Board of Supervisors has heretofore authorized the issuance of and has issued $92,722,800 public safety facilities bonds authorized at the November 7, 2006 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to $20,000,000 of such public safety facilities bonds authorized at the November 7, 2006 election and to sell the bonds.

(v) **Storm drainage improvements -- $2,000,000.** At an election duly called and held on November 6, 2012, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in the maximum aggregate principal amount of $30,000,000 for the purpose of providing funds, with any other available funds, to finance the cost of providing storm drainage improvements to prevent flooding and soil erosion, including the acquisition of necessary land.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of $30,000,000 for such purpose.

The Board of Supervisors has not issued any of the $30,000,000 storm drainage improvement bonds authorized at the election held on November 6, 2012.

The Board of Supervisors deems it advisable to authorize the issuance of up to $2,000,000 of such storm drainage improvement bonds authorized at the November 6, 2012 election and to sell the bonds.

Section 1(b). Prior bond issues. The Board of Supervisors has been advised that certain bonds of certain series of its outstanding public improvement bonds and public improvement and refunding bonds, in certain favorable market conditions, may be refunded to achieve substantial present value debt service savings.

The Board of Supervisors deems it advisable to authorize the issuance of public improvement refunding bonds, pursuant to a tax-exempt or taxable bond sale, to achieve such savings, if available.

The Board of Supervisors has further found and determined and does hereby declare that:

(i) **Series 2005 A Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, public library facilities, transportation improvements and facilities, human services facilities and adult detention facilities, and to refund certain Series 1999 A, Series 2000 A, Series 2000 B, Series 2001 A and Series 2002 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of $543,585,000, designated "Public Improvement and Refunding Bonds, Series 2005 A" (the "Series 2005 A Bonds"), dated as of August 16, 2005.

The Series 2005 A Bonds that mature on or before October 1, 2015 are not subject to redemption before maturity. Series 2005 A Bonds that mature after October 1, 2015 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2015, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ii) **Series 2008 A Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, public library facilities, transportation improvements and facilities and public safety facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of $234,475,000, designated "Public Improvement Bonds, Series 2008 A" (the "Series 2008 A Bonds"), dated as of January 30, 2008.

The Series 2008 A Bonds that mature on or before April 1, 2018 are not subject to redemption before maturity. Series 2008 A Bonds that mature after April 1, 2018 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2018, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iii) **Series 2009 A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, parks and park facilities, transportation improvements and facilities, human service facilities, public library facilities and public safety facilities the Board

of Supervisors duly issued bonds of the County in the aggregate principal amount of $199,510,000, designated "Public Improvement Bonds, Series 2009 A" (the "Series 2009 A Bonds"), dated January 28, 2009.

The Series 2009 A Bonds that mature on or before April 1, 2019, are not subject to optional redemption before their maturity. The Series 2009 A Bonds that mature after April 1, 2019, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2019, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iv) **Series 2011A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities and park and park facilities and to refund certain Series 2002 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of $190,090,000, designated "Public Improvement and Refunding Bonds, Series 2011A" (the "Series 2011A Bonds"), dated February 10, 2011.

The Series 2011A Bonds that mature on or before April 1, 2021, are not subject to optional redemption before their maturity. The Series 2011A Bonds that mature after April 1, 2021, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2021, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(v) **Series 2012A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, human services facilities and public library facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of $217,655,000, designated "Public Improvement Bonds, Series 2012A" (the "Series 2012A Bonds"), dated February 2, 2012.

The Series 2012A Bonds that mature on or before April 1, 2020, are not subject to optional redemption before their maturity. The Series 2012A Bonds that after April 1, 2020, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2020, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vi) **Series 2013A Bonds**. For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, commercial and redevelopment area improvements and public library facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of $206,335,000, designated "Public Improvement Bonds, Series 2013A" (the "Series 2013A Bonds"), dated January 24, 2013.

The Series 2013A Bonds that mature on or before October 1, 2021, are not subject to optional redemption before their maturity. The Series 2013A Bonds that after October 1, 2021,

may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2021, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vii) The Board of Supervisors has determined to provide for the issuance of refunding bonds of Fairfax County, Virginia, for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the following outstanding bonds of Fairfax County, Virginia (collectively, the "Refunding Candidates"), all as hereinafter provided:

Series 2005 A Bonds that are first subject to, and shall be called for, redemption on October 1, 2015, and

Series 2008 A Bonds that are first subject to, and shall be called for redemption on April 1, 2018, and

Series 2009 A Bonds that are first subject to, and shall be called for redemption on April 1, 2019, and

Series 2011A Bonds that are first subject to, and shall be called for redemption on April 1, 2021, and

Series 2012A Bonds that are first subject to, and shall be called for redemption on April 1, 2020, and

Series 2013A Bonds that are first subject to, and shall be called for redemption on October 1, 2021, and

Any such refunding bonds issued to refund the Refunding Candidates shall not exceed the aggregate principal amount of $425,000,000.

Section 2. Authorization of bonds. The Board of Supervisors has determined that it is in the best interests of the County to consolidate for the purposes of the sale the bond authorizations mentioned above into one or more series of public improvement and/or refunding bonds of the County. The bonds shall be designated as appropriate "Public Improvement [and/or] Refunding Bonds, Series 2015[A], [B]". The bonds shall be dated, shall be stated to mature in certain amounts on such dates, subject to the right of prior redemption, and shall bear interest until their payment at a rate or rates and on such dates as shall hereafter be determined by the Board of Supervisors by resolution or by either the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution. The first interest payment date of such bonds shall be no later than thirteen months after the issuance of such bonds. The bonds shall be issuable in fully registered form in the denomination of $5,000 or any integral multiple thereof and shall be appropriately numbered all as hereinafter provided.

The Board of Supervisors deems it advisable at this time to authorize the sale of such bonds pursuant to the terms of this Resolution.

The bonds issued for the purpose of providing funds for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities and storm drainage improvements shall have an aggregate principal amount not to exceed $256,302,100.

The bonds issued for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the Refunding Candidates (the Refunding Candidates so refunded, the "Refunded Bonds") shall have such principal amounts as shall hereafter be determined by the Board of Supervisors by resolution or by either the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution, to produce overall present value debt service savings for the County. The aggregate principal amount of such bonds issued to refund the Refunded Bonds shall not exceed $425,000,000 and such bonds may be sold on a tax-exempt or taxable basis.

If none of the proceeds of the bonds as authorized should be used for refunding any of the Refunding Candidates, then the bonds shall be designated as appropriate "Public Improvement Bonds, Series 2015, [A], [B]". If a series of bonds is issued and none of the proceeds is used for providing funds for public improvement purposes, then the bonds shall be designated "Public Improvement Refunding Bonds, Series 2015 [A] [B], [C].

The Board of Supervisors hereby determines that in the event that financial market conditions dictate, and it is determined by the County Executive or Chief Financial Officer to be in the best interests of the County, bond anticipation notes may be issued in anticipation of the issuance of the bonds. Any such bond anticipation notes shall have a first interest payment date no later than July 1, 2016 and a final maturity no later than July 1, 2018. All other provisions in this Resolution setting forth the terms and details of bonds as well as delegations provided shall apply to such bond anticipation notes if the context requires.

Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which case it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest on any bond is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of and any redemption premium on each bond shall be payable to the registered owner thereof or his registered assigns or legal representative at the office of the Bond Registrar mentioned hereinafter upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing (hereafter provided) on the registration books of the County as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which, unless otherwise determined pursuant to the delegation of authority contained in this resolution, shall be the 15th day (whether or not a business day) of the calendar month next

preceding such interest payment date, by check mailed or by wire transfer to such person at his address as it appears on such registration books.

The bonds initially issued will be in fully registered form and registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York ("DTC"), and immobilized in the custody of DTC. One fully registered bond for the original principal amount of each maturity will be registered to Cede & Co. Beneficial owners will not receive physical delivery of bonds. Individual purchases of bonds may be made in book-entry form only in original principal amounts of $5,000 and integral multiples of $5,000. Payments of the principal of and premium, if any, and interest on the bonds will be made to DTC or its nominee as registered owner of the bonds on the applicable payment date.

So long as Cede & Co., or its successor, as nominee of DTC, is the registered owner of the bonds, references in this resolution to the holders of the bonds mean Cede & Co. and do not mean the beneficial owners of the bonds.

Replacement bonds (the "Replacement Bonds") will be issued directly to beneficial owners of bonds rather than to DTC, or its nominee, but only in the event that:

(1) DTC determines not to continue to act as securities depository for the bonds;

(2) The County has advised DTC of its determination that DTC is incapable of discharging its duties; or

(3) The County has determined that it is in the best interests of the beneficial owners of the bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (1) or (2), the County will attempt to locate another qualified securities depository. If DTC makes the determination described in clause (1) and the County fails to select another qualified securities depository to replace DTC, the County will execute and the Bond Registrar will authenticate and deliver to the participants in DTC ("Participants") the Replacement Bonds to which the Participants are entitled. In the event the County makes the determination described in clause (2) or (3) (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination) and, in the case of the determination under clause (2), the County has failed to designate another qualified securities depository and has made provisions to notify the beneficial owners of the bonds by mailing an appropriate notice to DTC, the County will execute and the Bond Registrar will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Bond Registrar is entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

Section 3. Sale of Bonds. Pursuant to the delegation set forth within this Resolution, bonds (which includes any bond anticipation notes) to be issued may be sold in a competitive sale pursuant to bids received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters or financial institutions chosen in compliance with County guidelines and

regulations. Bonds sold through a negotiated sale be sold in a public sale or in a private placement. Bonds authorized to be issued under this Resolution may be sold in one or more series and on one or more dates on any date on or before December 31, 2015. The authorization and approvals of the documents set forth in this Resolution (as long as the documents used in such sale are authorized herein) shall apply to each bond sale.

Section 4. Notice of Sale; Bids. If bonds (or bond anticipation notes) are determined to be sold in a competitive sale, the Clerk of the Board of Supervisors is hereby authorized, if recommended by the Financial Advisor of the County to be beneficial for the sale of the bonds, to cause one or more notices calling for bids for the purchase of the bonds, to be published. Such notices shall be substantially in the form of the Notice of Sale(s) annexed to this resolution. Alternatively, the Clerk may cause to be published a summary of the principal terms of the notices. Bids shall be received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system.

Section 5. Official Statement. The draft of the Preliminary Official Statement of the County relating to the public improvement and refunding bonds presented at the meeting at which this resolution is adopted, and the circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder(s) in a competitive sale or the underwriter(s) in a negotiated sale of a reasonable number of copies thereof as so completed (the "final Official Statement(s)") are hereby approved and authorized, and the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer is hereby authorized and directed to deem final the Preliminary Official Statement(s) for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement(s), both the Preliminary Official Statement(s) and the final Official Statement(s) to be in substantially the form of the related draft Preliminary Official Statements presented at this meeting with the changes contemplated hereby and such other changes as the Chairman, Vice Chairman, County Executive or the Chief Financial Officer may approve, his or her signature on the final Official Statement to be conclusive evidence of the signer's approval thereof. The Preliminary Official Statement(s) and the final Official Statement(s) may be disseminated or otherwise made available through electronic means.

Section 6. Delegation and Standard. (a) *Competitive Sale Delegation* -- The Board of Supervisors has determined that there may be unplanned occasions when it is not possible for some of the members of the Board of Supervisors to attend a special meeting for the purpose of receiving bids for the purchase of bonds of the County offered for sale at competitive bidding and that the accepted practice of the bond markets dictates that the lowest bid be speedily determined and the bonds be promptly awarded or that all bids be rejected.

The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer (each a "delegate"), the authority to accept the lowest bid (determined in accordance with the Notice of Sale) for the bonds (or any bond anticipation notes), being offered for sale by the Board of Supervisors at competitive bidding on a date(s) not later than December 31, 2015, subject to the following conditions: (i) a delegate shall have determined that the bid conforms in all material respects to the requirements of the Notice of Sale, (ii) a delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the

Notice of Sale, (iii) the Financial Advisor to Fairfax County shall have recommended that the lowest conforming bid be accepted, (iv) the true interest cost of such bid shall not exceed 5.50% for any bonds and (v) the Board of Supervisors shall not then be in special session called for the purpose of accepting bids (the Board not to be deemed in special session if less than a quorum is present and voting).

(b) *Negotiated Sale Delegation* – The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer, the authority to sell the bonds (or any bond anticipation notes) in a negotiated sale to one or more underwriters or financial institutions on a date not later than December 31, 2015, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (ii) the true interest cost of such bonds shall not exceed 5.50% for any bonds and (iii) the underwriter(s) or other financial institutions(s) of the bonds shall have been chosen pursuant to County guidelines and regulations.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

(c) *Additional Delegation* -- The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer, subject to the limitations contained herein, powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

(1) The series designations of such bonds;

(2) The aggregate principal amount of the bonds issued for public improvement purposes, such amount not to exceed the sum of the amount required to provide $256,302,100 for such public improvement purposes;

(3) The aggregate principal amount of bonds issued for refunding of the Refunded Bonds; provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds;

(4) The determination of the bonds as serial or term bonds;

(5) The respective annual maturity dates and any mandatory redemption dates of the bonds, and the respective principal amounts of the bonds to mature or be redeemed on such dates, provided that the first maturity date of bonds for public improvement purposes shall occur no later than December 1, 2016, and the final maturity date shall not be later than December 1, 2035;

(6) The dated date of the bonds provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(7) The interest payment dates, for the bonds and the record date for the bonds;

(8) The redemption provisions, if any, of the bonds as further set forth in Section 8 of this resolution;

(9) If necessary, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent and (iii) to determine the particular escrow securities and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his judgment, upon the recommendation of the County's Financial Advisor, will improve the efficiency of the escrow securities in defeasing the Refunded Bonds.

The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer authority to allocate any premium received upon the sale of the bonds to (i) fund interest payments on the bonds which relate to projects financed that are under construction through a time period no later than December 1, 2015, (ii) pay costs of issuance of the bonds or (iii) as to any or all of the public improvement bonds, taking into account, among other things, the reoffering prices for the various maturities of the bonds, reduce the principal amount of the bonds to which such allocation is made proportionately as to produce proceeds approximately equal to the respective amounts authorized to be issued for such purposes by Section 1(a) and paragraph (c)(2) of this Section 6.

Section 7. Forms of bonds. The bonds shall bear the facsimile signatures of the Chairman or Vice Chairman and the Clerk of the Board of Supervisors and a facsimile of the official seal of the Board shall be imprinted on the bonds. The certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of Fairfax County whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if she or he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds and the endorsement thereon shall be substantially in the following form:

[Depository Legend]

(Face of Bond)

No. ____ **$_____**

United States of America
Commonwealth of Virginia

FAIRFAX COUNTY
Public Improvement [and/or Refunding] Bond, Series 2015 [A], [B], [C]

Maturity Date	**Interest Rate**	**Dated Date**	**CUSIP**
[_____]	_____%	_____, 2015	_____ __

Fairfax County, Virginia, is justly indebted and for value received hereby promises to pay to

_____

or registered assigns or legal representative on the date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the office of the Director of the Department of Finance of Fairfax County, Virginia (the "Bond Registrar"), in Fairfax County, Virginia, the principal sum of

_____ **DOLLARS**

and to pay interest on such principal sum from the date hereof or from the [_____ 1 or _____ 1] next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an [_____ 1 or a _____ 1] to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on the 1st days of _____ and _____ in each year, the first interest payment date being _____, 2015, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by wire transfer, at the discretion of the County, or check mailed to such person at his address as it appears on the bond registration books of the County. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This bond and the bonds of the series of which it is one are issued under and pursuant to a resolution duly adopted by the Board of Supervisors of Fairfax County, Virginia on December 2, 2014 (the "Resolution"), for [(i) the purpose of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities and storm drainage improvements [and/or (ii) refunding portions of [ ] outstanding series of bonds of Fairfax County, Virginia designated [ ].

The bonds of this series that mature on or before _____, 20__ are not subject to redemption before maturity. Bonds that mature after _____ 1, 20__ may be redeemed, at the option of the County, before their respective maturities on any date not earlier than _____ 1, 20__, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.]

Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by $5,000.

Bonds may be redeemed only in increments of $5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. If a portion of this bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

Any notice of optional redemption of the bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Trustee or a depositary (either, a "depositary") for the purpose of paying such bonds, then on the redemption date the bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the bonds called for redemption, thereafter no interest will accrue on those bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

The bonds are issuable in fully registered form in the denomination of $5,000 or any multiple thereof. At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its office the books of the County for the registration of transfer of bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same series and maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to the Resolution.

This bond is one of a series issued under the authority of and in full compliance with the Constitution and laws of Virginia, particularly the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and pursuant to votes of a majority of the qualified voters of Fairfax County, Virginia, voting at elections duly called and held under the provisions of the Code of Virginia, 1950, as amended, and under orders of the Circuit Court of Fairfax County, Virginia, authorizing the Board of Supervisors of the County to proceed to carry out the wishes of the voters as expressed at such elections, and pursuant to resolutions duly adopted by the Board of Supervisors and the School Board of the County.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of Virginia to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in due time, form and manner as so required, that the total indebtedness of Fairfax County, Virginia, including this

bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on this bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Board of Supervisors of Fairfax County, Virginia, has caused this bond to be issued in the name of Fairfax County, Virginia, and the Board has caused this bond to bear the facsimile signatures of its Chairman and Clerk and a facsimile of the official seal of the Board to be imprinted hereon, all as of the ____ day of _____, 2015.

(Facsimile signature) (Facsimile signature)

_____ _____

Clerk, Board of Supervisors of Fairfax County, Virginia

Chairman, Board of Supervisors of Fairfax County, Virginia

(Facsimile seal)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the series designated herein and described in the within mentioned Resolution.

Director of the Department of Finance of Fairfax County, Virginia as Bond Registrar

By_____
Authorized Signature

Date of authentication: _____ __, 2015

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

_____

_____

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by:_____

*Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 8(a). Optional redemption. The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any bonds pursuant to the delegation set forth in Section 6(c)(8). The first optional call date for the bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such bonds. The maximum redemption price for the bonds may not exceed 102% of the principal amount of the bonds to be redeemed. Bonds of a different series may contain different optional redemption provisions. Such delegation shall be effective only if the Board of Supervisors shall not then be in session (the Board of Supervisors not to be deemed in session if less than a quorum is present and voting). The bonds which are subject to optional redemption may be redeemed, at the option of Fairfax County, Virginia, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive or the Chief Financial Officer, upon the recommendation of the Financial Advisor to the County, may determine that the public improvement refunding bonds shall not be subject to optional redemption prior to their maturity.

Section 8(b). Mandatory redemption. The term bonds, if any, shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term bonds of such series (less the principal amount of any term bond of this series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term bonds, the County will credit the principal amount of such term bonds so purchased or redeemed against the amortization requirements for the remaining term bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

Section 8(c). Redemption provisions in general. If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of the minimum authorized denomination or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by such minimum authorized denomination.

In the case of redemptions of bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority to modify the redemption provisions relating to the bonds based upon the recommendation of the County's financial advisor of current financial market considerations.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the escrow agent or a depositary (either, a "depositary") for the purpose of paying such Bonds, then on the redemption date the Bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the Bonds called for redemption, thereafter no interest will accrue on those Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

If a portion of a bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 9. Exchange; registration of transfer; Bond Registrar. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any bond may be registered only upon the registration books of the County upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same series and maturity and bearing interest at the same rate.

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The County or the Bond Registrar may make a charge for any governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or registering the transfer of bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to Section 8 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the bonds. The Director of the Department of Finance of Fairfax County, Virginia, is hereby appointed the registrar, transfer agent and paying agent for the bonds (collectively the "Bond Registrar"), subject to the right of the Board of Supervisors of the County to appoint another Bond Registrar, and as such shall keep at his office the books of the County for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution.

Section 10. Full faith and credit pledged. For the prompt payment of the principal of and the interest on the bonds authorized by this resolution as the same shall become due, the full faith and credit of Fairfax County, Virginia, are hereby irrevocably pledged, and each year while any of the bonds shall be outstanding, to the extent other funds of the County are not lawfully available and appropriated for such purpose, there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on the bonds as such principal and interest shall become due, which tax shall be without limitation and in addition to all other taxes authorized to be levied in the County.

Section 11. **Continuing Disclosure Agreement.** The Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such officer or officers of the County as may be designated, is hereby authorized and directed to execute a Continuing Disclosure Agreement, in the form contained in the draft Preliminary Official Statement presented at this meeting, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 12. **Tax covenant.** The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended, to ensure that interest on any tax-exempt bonds will remain not includable in gross income for Federal income tax purposes to the same extent as it is not includable on the date of closing on such bonds.

Section 13. Certificate concerning delegation. The County Executive or the Chief Financial Officer shall execute a Certificate or Certificates evidencing determinations or other actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive or the Chief

Financial Officer as stated therein. The delegations of authority in this resolution to the County Executive and the Chief Financial Officer are to each of them severally, and any action taken by either the County Executive or the Chief Financial Officer pursuant to such delegations of authority is sufficient for all purposes of this resolution.

Section 14. Authority of officers. The officers and agents of Fairfax County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this resolution.

Section 15. **Certification and filing.** The Clerk of the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution and a certified copy of the resolution of the School Board of the County with the Circuit Court of Fairfax County, Virginia.

A Copy - Teste:

_____

Clerk to the Board of Supervisors

Attachment 2

***DRAFT* Critical Path Events**
Fairfax County, Virginia
General Obligation Public Improvement Bonds, Series 2015

October 2014						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2014						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Week of	Activity & Event	Responsible Party
November 3rd	Comments due on Rating Agency Presentation Comments due on Bond Documents Monday, November 3rd – Board Item Due	FX SA FX, PFM
November 10th	Tuesday, November 11th – Veteran's Day (County Offices Closed) Send Draft Bond Documents to School Board Second Draft of Rating Agency Presentation Distributed	SA -- FX PFM
November 17th	Comments due on Rating Agency Presentation Monday, November 17th – School Board considers Bond Documents Rating Prep Meeting	FX -- FX, PFM
November 24th	Tuesday, November 25th – Budget Forecast to Board and School Board Thursday, November 27th – Thanksgiving Holiday (County Offices Closed) Friday, November 28th – County Offices Closed	FX -- --
December 1st	Tuesday, December 2nd – Board considers Bond Documents Tuesday, December 2nd – FY2014 CAFR Published Finalize Rating Agency Presentation Draft Bond Documents sent to Rating Agencies	FX FX FX, PFM PFM
December 8th	Monday, December 8th – Meeting with S&P in Fairfax Wednesday, December 10th – Meeting with Moody's in Fairfax	FX, PFM FX, PFM
December 17th	Tuesday, December 18th – Meeting with Fitch in Fairfax	FX, PFM
December 22nd	Wednesday, December 24th – Christmas Eve (County Offices Closed @ Noon) Thursday, December 25th – Christmas Day (County Offices Closed) Friday, December 26th – County Offices Closed	-- --
December 29th	Thursday, January 1st – New Year's Day (County Offices Closed) Friday, January 2nd – County Offices Closed	--
January 5th	Ratings Received Wednesday, January 7th – POS and NOS posted	-- FX SA
January 12th	Tuesday, January 13th – County Board Meeting Wednesday January 14th - Competitive Bond Sale	FX, PFM
January 19th	Monday, January 19th – Martin Luther King, Jr. Day (County Offices Closed) Finalize and Mail OS and Closing Documents	- All
January 26th	Wednesday, January 28th – Closing and investment of bond proceeds	All

Legend:
FX = Fairfax County
PFM = Public Financial Management, Financial Advisor
SA = Sidley Austin, Bond Counsel

Prepared by Public Financial Management 11/5/14 12:57 PM

Schedule of Bond Purposes
FY 2015 Bond Sale - Series 2015A (New Money)

Fund	Category	Referendum Date	BEGIN Authorized But Unissued	FY 2015 Bond Sale Projection	END Authorized But Unissued Balance
County					
300-C30030	Library Facilities	11/6/12	25,000,000	-	25,000,000
300-C30010	NVRPA	11/6/12	6,000,000	3,000,000	3,000,000
300-C30010	Newington Bus Garage*	11/6/07	13,290,000	13,290,000	-
300-C30050	Road Bond Construction	11/6/07	44,949,500	15,000,000	29,949,500
	Road Bond Construction	11/4/14	100,000,000	-	100,000,000
300-C30000	Transportation Facilities (WMATA)	11/2/10	46,190,000	23,000,000	23,190,000
300-C30070	Public Safety Facilities	11/7/06	32,277,200	20,000,000	12,277,200
	Public Safety Facilities	11/6/12	55,000,000	-	55,000,000
300-C30400	Park Authority	11/4/08	14,812,100	14,812,100	-
	Park Authority	11/6/12	63,000,000	4,200,000	58,800,000
400-C40100	Flood Control	11/6/12	30,000,000	2,000,000	28,000,000
Subtotal County			**$430,518,800**	**$95,302,100**	**$335,216,700**
Schools					
390		11/3/09	29,671,200	29,671,200	-
390		11/8/11	252,750,000	131,328,800	121,421,200
390		11/6/13	250,000,000	-	250,000,000
Subtotal Schools			**$532,421,200**	**$161,000,000**	**$371,421,200**
TOTAL COUNTY AND SCHOOLS			**$962,940,000**	**$256,302,100**	**$706,637,900**

* Newington School Bus Garage renovation funding approved as part of 11-6-07 School Bond Referendum

Printed on 11/5/2014 10:05 AM

A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, TO ISSUE AND SELL SCHOOL BONDS OF FAIRFAX COUNTY, VIRGINIA, TOTALING $174,290,000 AND APPROVING THE FORM OF A TAX CERTIFICATE AND AUTHORIZING THE EXECUTION THEREOF

WHEREAS, at an election duly called and held on November 6, 2007, a majority of the qualified voters of Fairfax County, Virginia, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of Fairfax County, Virginia, in the aggregate principal amount of $365,200,000 (the "2007 Referendum"); and

WHEREAS, the stated purpose of the school bonds authorized in the referendum was for purposes of providing up to $315,200,000, in addition to funds from school bonds previously authorized and any other available funds, to finance the costs of additional capital improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system and providing up to $50,000,000, in addition to any other available funds, to finance the cost of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school buses, school vehicles and other County vehicles; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia (the "Board of Supervisors") has heretofore issued $351,910,000 of the bonds authorized by the 2007 Referendum, leaving a balance of $13,290,000 authorized but unissued bonds; and

WHEREAS, at an election dully called and held on November 3, 2009, a majority of the qualified voters of Fairfax County, Virginia, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of Fairfax County, Virginia, in the aggregate principal amount of $232,580,000 (the "2009 Referendum"); and

WHEREAS, the stated purpose of the school bonds authorized in the referendum was for purposes of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors has heretofore issued $202,908,800 of the bonds authorized by the 2009 Referendum, leaving a balance of $29,671,200 authorized but unissued bonds; and

WHEREAS, at an election dully called and held on November 8, 2011, a majority of the qualified voters of the County, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of $252,750,000 (the "2011 Referendum"); and

WHEREAS, the stated purpose of the school bonds authorized in the referendum was for purposes of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors has heretofore issued none of the bonds authorized by the 2011 Referendum, leaving a balance of $252,750,000 authorized but unissued bonds; and

WHEREAS, the School Board of Fairfax County, Virginia (the "School Board") deems it advisable for the Board of Supervisors to (i) issue school bonds from the November 6, 2007 referendum from which the proceeds from the sale of such school bonds will equal $13,290,000, issue school bonds from the November 3, 2009 referendum from which proceeds from the sale of such school bonds will equal $29,671,200 and issue school bonds from the November 8, 2011 referendum from which proceeds from the sale of such school bonds will equal $131,328,800 (collectively the "School Bonds"); (ii) to determine certain pricing and sale details of the School Bonds and (iii) to determine whether to refund any prior public improvement bonds of Fairfax County, Virginia which were issued for school improvements (the "Board of Supervisors Actions"); and

WHEREAS, the School Board recognizes that it will be necessary for it to make certain certifications regarding the use of the proceeds of the School Bonds and any refunding bonds for federal income tax purposes;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Fairfax County, Virginia:

Section 1. For the purpose of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of additional capital school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system and providing funds, in addition to any other available funds, to finance the cost of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school buses, school vehicles and other County vehicles, the Board of Supervisors is hereby requested to issue the School Bonds, subject to the Board of Supervisors Actions, from which the proceeds from the sale of such School Bonds will equal $174,290,000 and provide for the sale of such bonds and any refunding bonds at this time.

Section 2. The form of a certificate attached to this resolution as Appendix A (the "School Board Tax Certificate") to be executed by the School Board in connection with the issuance of the School Bonds and any refunding bonds is approved in all respects and the Chairman, Vice Chairman or any other member or officer of the School Board designated in writing by the Chairman of the School Board is hereby authorized and directed to approve, by

execution and delivery, the School Board Tax Certificate in substantially the form presented to this meeting together with such changes, modifications, insertions and deletions as the Chairman, Vice Chairman or such designated member or officer, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the School Board.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors.

CERTIFICATE OF THE SCHOOL BOARD

This certificate is provided to the County of Fairfax, Virginia (the "County") by the School Board of the County of Fairfax, Virginia (the "School Board") in connection with the issuance by the County of its [$___,___,000 Public Improvement Bonds, Series 2015 [_] [_] and $_____ Public Improvement Refunding Bonds, Series 2015 [__] [__] (collectively, the "Bonds")], the proceeds of which will be used to finance the cost of constructing, furnishing, acquiring and equipping school improvements (the "[New] School Projects") [and to refinance school projects that were financed with the proceeds of the County's _____ Bonds and _____ Bonds (the "Refunded School Projects" and together with the New School Projects, the "School Projects")],

_____

_____

_____

The School Board recognizes that some of the representations made by the County in its Tax Certificate dated _____ __, 2015 and executed in connection with the issuance of the Bonds (the "Tax Certificate") must be based on the representations and certifications of the School Board and that the exclusion from gross income of the interest on the Bonds for federal income tax purposes depends on the use of proceeds of the Bonds.

Accordingly, the School Board certifies that it has reviewed the representations set forth in Section 1 of Part B of the Tax Certificate to which this certificate is attached regarding the use of proceeds of the Bonds and the School Projects and that such representations, to the extent they relate to the School Projects, are true and correct, except as follows: (i) with respect to paragraph (d) ("Definition of Private Use"), in the second paragraph, fourth line, after ("General Public Use"), there shall be deemed to be inserted "or other than as is excepted as private use by U.S. Treasury Regulations," and (ii) with respect to paragraph (e) ("Management and Service Contracts"), the references to Revenue Procedure 97-13 shall be deemed to include "or other applicable law." Furthermore, such representations are hereby incorporated by reference in this certificate and shall be treated as representations made by the School Board with respect to the School Projects as if set forth herein. The School Board shall not take any action that is inconsistent with such representations.

The School Board further covenants that:

(a) it shall not sell or otherwise dispose of the School Projects prior to the final maturity date of the Bonds of [____ 1, 20__] except as shall be permitted in the opinion of an attorney or firm of attorneys, acceptable to the County, nationally recognized as experienced with respect to matters pertaining to the exclusion of interest on obligations of States and political subdivisions from gross income for federal income tax purposes; and

(b) it shall not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder in effect on the date of

original issuance of the Bonds and for purposes of assuring compliance with Section 141 of the Code.

School Board of the County of Fairfax, Virginia

_____
Name:
Title:

Date: _____, 2014

* * * * * * * * * * * * *

I hereby certify the above is a true and correct copy of a resolution adopted by the School Board of Fairfax County, Virginia, at a regular meeting held on _____ _, 2014 at _____, _____, Virginia.

_____	_____
Date	Pamela Goddard, Clerk School Board of Fairfax County, Virginia

ACTIVE 204357176v.1

Attachment 5

NOTICE OF SALE

$_____*

FAIRFAX COUNTY, VIRGINIA

Public Improvement Bonds, Series 2015A

Electronic Bids, BiDCOMP/Parity Competitive Bidding System ("BiDCOMP/Parity") only, will be received by the Board of Supervisors of Fairfax County, Virginia, until ____ a.m. Fairfax, Virginia Time, on

January __, 2015*

for the purchase of all, but not less than all, of the $_____* Public Improvement Bonds, Series 2015A (the "Bonds"), of Fairfax County, Virginia (the "County"), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of [October] in the following years and in the following amounts, respectively:

Initial Maturity Schedule for the Bonds*

Year of Maturity	Principal Amount*	Year of Maturity	Principal Amount*
2015	$	2025	$
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	

The County reserves the right to change the date for receipt of bids (the "Scheduled Bid Date") in accordance with the section of this Notice of Sale entitled "Change of Bid Date and Closing Date; Other Changes to Notice of Sale."

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* Preliminary, subject to change.

Attachment 5

BID PARAMETERS TABLE FOR THE BONDS*

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due _____, 2015 at 10:45 AM Local Time
Anticipated Delivery Date:	_____, 2015	Bid Submission:	Electronic bids through PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	[October 1, 2015]	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedules, as more fully described on page 6, under "Good Faith Deposit"
Zero Coupons:	Not Permitted		
Split Coupons:	Not Permitted		
PRINCIPAL		**PRICING**	
Optional Redemption:	Due after October 1, 20__, callable on October 1, 20__ and thereafter at par	Max. Aggregate Bid Price:	110%
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	101%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as term bonds	Min. Price per Maturity:	[10/1/__ – 10/1/__: No Limit 10/1/__ – 10/1/__ : __%]
		High Coupon per Maturity:	5.0%
		Low Coupon per Maturity:	No Limit

* Subject to the detailed provisions of this Notice of Sale.

Changes to Initial Maturity Schedule for the Bonds

The Initial Maturity Schedule for the Bonds set forth on page 1 above represents an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedule, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the "Bid Maturity Schedule for the Bonds." If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule.

Changes to Bid Maturity Schedule

The County hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount of the Bonds.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount/premium, if any, but will not change the selling compensation per $1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County's receipt of the initial public offering prices and yields of the Bonds (the "Initial Reoffering Terms").

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of $5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being [October 1, 2015], and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds will be general obligations of Fairfax County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Bonds are being issued as one series of bonds authorized for the purpose of providing funds, with other available funds, for providing funds for School Improvements ($174,290,000), Transportation Improvements and Facilities ($38,000,000), Parks and Park Facilities ($22,012,100), Public Safety Facilities ($20,000,000) and Storm Drainage Improvements ($2,000,000).

Term Bonds and Mandatory Redemption

The successful bidder of the Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

Optional Redemption

The Bonds maturing on or before October 1, 20__, are not subject to optional redemption before their maturity. The Bonds maturing after October 1, 20__, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than October 1, 20__, in whole or in part (in integral multiples of $5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF

ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of the Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify Public Financial Management, Inc., the County's financial advisor, by telephone at (703) 741-0175. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds by means of the Fairfax County, Virginia AON (all or none) Bid Form (the "Bid Form") via Parity. Bids must be communicated electronically to Parity by 10:45 a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP. Once the final bid has been saved in BiDCOMP, the bidder may select the final bid button in BiDCOMP to submit the bid to Parity. Once the bids are released electronically via Parity to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under "Award of Bonds" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via Parity. No bid will be received after the time for receiving such bids specified above.

Good Faith Deposit

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the "Deposit") for 1% of the Bid Maturity Schedules to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit.

Wire instructions for the Deposit are as follows:

Bank Name: Bank of America VA/Rich
ABA: 026 009 593
Account Name: County of Fairfax, Deposit Account
Account Number: 0000 7902 5799
Attention: Tammy Kennedy-Nichols, 410-547-4320
Reference your company, company contact, phone number or other helpful identification

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder's bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the County prior to 4:45 p.m., Fairfax, Virginia Time on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL 4:45 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS. An award of the Bonds, if made, will be made by the County within such six-hour period of time (10:45 a.m. – 4:45 p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest "True or Canadian" interest cost ("TIC"), such cost to be determined by doubling the semiannual interest rate (compounded semiannually) necessary to discount the aggregate price bid of the Bonds, the payments of the principal of and the interest on the Bonds from their payment dates to the dated date of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the bids producing the same lowest TIC, provided, that if

apportionment is not acceptable to such bidders the County will have the right to award the Bonds to one of such bidders. There will be no auction.

Right of Rejection

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

The County reserves the right to reject bids on the Bonds.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

Conflict Waiver

Sidley Austin LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Sidley Austin LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Sidley Austin LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about ___, 2014, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Sidley Austin LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

CUSIP Numbers

CUSIP numbers are to be applied for by the successful bidder with respect to the Bonds. The County will assume no obligation for the assignment of such numbers or for the correctness of such numbers, and no error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date is "deemed final" by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the "Rule"), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of

such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System ("EMMA") administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to Public Financial Management, Inc. at (703) 741-0175.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: Catherine A. Chianese, Clerk

Attachment 6

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2015

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NEW ISSUE – Full Book Entry

RATINGS: Fitch: ___
Moody's: ___
Standard & Poor's: ___
(See "RATINGS" herein)

In the opinion of Bond Counsel, under existing law and assuming continuing compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, interest on the Bonds will not be includable in the gross income of the owners thereof for federal income tax purposes. Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended, to the extent that such interest is excludable from gross income for federal income tax purposes. See "TAX MATTERS" herein for certain provisions of the Code that may affect the tax treatment of interest on the Bonds for certain bondholders.

$_____*
FAIRFAX COUNTY, VIRGINIA
PUBLIC IMPROVEMENT BONDS, SERIES 2015A

Dated Date of Delivery **Due [October] 1, as shown on the inside cover page**

Interest on the Bonds will be payable on each April 1 and October 1, commencing October 1, 2015.

The Bonds are being issued, subject to favorable market conditions, to refund certain outstanding bonds of the County and to pay costs of issuing the Bonds.

The Bonds maturing after [October] 1, 20__, are subject to redemption prior to maturity as a whole or in part at any time on or after [October] 1, 20__, at a redemption price of par plus accrued interest.

The Bonds will be general obligations of Fairfax County, Virginia, for the payment of which the Board of Supervisors of the County is unconditionally obligated to levy and collect an annual ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation.

This page and the inside cover page contain certain information for quick reference only. They are not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered for delivery when, as, and if issued, subject to the approving opinion of Sidley Austin LLP, Washington, D.C., Bond Counsel. The Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about January _, 2015.

January __, 2015

---

* Preliminary, subject to change.

Attachment 6

FAIRFAX COUNTY, VIRGINIA
PUBLIC IMPROVEMENT BONDS, SERIES 2015A

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES/YIELDS

Base CUSIP† Number 30382A

$_____* SERIES 2015A BONDS

Maturity Date [October 1]	Principal Amount	Interest Rate	Yield	CUSIP† Suffix
2015	$	%	%	
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and the County does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to change after the issuance of the Bonds.

* Preliminary, subject to change.

Fairfax County, Virginia

BOARD OF SUPERVISORS
Sharon Bulova, *Chairman*
Penelope A. Gross, *Vice Chairman*
John C. Cook
John W. Foust
Michael R. Frey
Patrick S. Herrity
Catherine M. Hudgins
Gerald W. Hyland
Jeff C. McKay
Linda Q. Smyth

COUNTY OFFICIALS
Edward L. Long Jr., *County Executive*
Patricia D. Harrison, *Deputy County Executive*
David J. Molchany, *Deputy County Executive*
David M. Rohrer, *Deputy County Executive*
Robert A. Stalzer, *Deputy County Executive*
David P. Bobzien, *County Attorney*
Christopher Pietsch, *Director, Department of Finance*
Susan W. Datta, *Chief Financial Officer*

PAYING AGENT
Fairfax County Director of Finance
12000 Government Center Parkway, Suite 214
Fairfax, Virginia 22035-0074
(703) 324-3120

FINANCIAL ADVISOR
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4350 North Fairfax Drive, Suite 580
Arlington, Virginia 22203-1547
(703) 741-0175

BOND COUNSEL
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005
(202) 736-8350

For information relating to this Official Statement please contact:
Susan W. Datta, Chief Financial Officer
Fairfax County, Virginia
12000 Government Center Parkway, Suite 561
Fairfax, Virginia 22035-0074
(703) 324-2391

No person has been authorized by Fairfax County (the "County") to give any information or to make any representations with respect to the County or the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County since the date hereof. This Official Statement is not to be construed as a contract or agreement between the County and the purchasers or owners of any of the Bonds. Any electronic reproduction of this Official Statement may contain computer generated errors or other deviations from the printed Official Statement. In any such case, the printed version controls.

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OFFICIAL STATEMENT

FAIRFAX COUNTY, VIRGINIA

Regarding

$_____* Public Improvement Bonds, Series 2015A

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover pages and the appendices hereto, is to furnish information in connection with the sale by Fairfax County, Virginia (the "County" or "Fairfax County"), of its $_____* Public Improvement Bonds, Series 2015A (the "Bonds").

THE BONDS

Authorization And Purposes

The Bonds will be issued under a resolution (the "Resolution") adopted by the Board of Supervisors of Fairfax County (the "Board of Supervisors") on December 2, 2014, pursuant to Article VII, Section 10(b) of the Constitution of Virginia and the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the "Act").

A portion of the Bonds will be issued to provide funds1 in the following amounts* for the following purposes (collectively, the "Public Improvements"):

School Improvements	$174,290,000
Transportation Improvements and Facilities	38,000,000
Parks and Park Facilities	22,012,100
Public Safety Facilities	20,000,000
Storm Drainage Improvements	2,000,000
Total	$256,302,100

The sources and uses of the proceeds of the Bonds are summarized below.

1 For purposes of this Preliminary Official Statement it is assumed that proceeds of the Bonds will include a net bond premium in order to fund the purposes described above.

* Preliminary, subject to change.

Sources

Par amount of the Bonds	$
Net offering premium	
Total Sources	$_____

Uses

Public Improvements	$
Underwriters' discount	
Other issuance expenses	
Total Uses	$_____

Description

The Bonds will be dated the date of their delivery, will bear interest from their delivery date, payable on each April 1 and October 1, commencing [October] 1, 2015, at the rates, and will mature in amounts on October 1 in each of the years 2015 through 2033, inclusive, as set forth on the inside cover page of this Official Statement. The Bonds will be issued in denominations of $5,000 and integral multiples thereof under the book-entry system of the Depository Trust Company ("DTC"), and principal and interest on the Bonds will be payable in the manner described in Appendix V, "BOOK-ENTRY ONLY SYSTEM." The Fairfax County Director of Finance is serving as bond registrar and paying agent for the Bonds.

Optional Redemption∗

The Bonds maturing on or before October 1, 20__*, are not subject to optional redemption before their maturity. The Bonds maturing after October 1, 20__*, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than October 1, 2024, as a whole or in part (in integral multiples of $5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

Mandatory Sinking Fund Redemption∗

This caption and one or more of the following paragraphs will be included in the final Official Statement only if the successful bidder elects to combine, in accordance with the Notice of Sale, two or more consecutive serial maturities into any number of term bonds.

The Bonds maturing October 1, 20__ and October 1, 20__ are subject to mandatory redemption in part, on a pro rata basis, on _____ 1 in the years shown below, at a Redemption Price equal to the principal amount thereof, plus accrued interest, if any, to the date of redemption in an amount equal to the sinking fund installments for such Bond for such date:

∗ Preliminary, subject to change.

Term Bond Maturing October 1, 20__

Years	Sinking Fund Installments
20__	$
20__	
20__†	

Term Bond Maturing October 1, 20__

Years	Sinking Fund Installments
20__	$
20__	
20__	
20__†	

† Final Maturity

Selection of Bonds for Redemption

Bonds may be redeemed only in increments of $5,000 or integral multiples thereof. If less than all of the Bonds of a maturity are called for redemption, the Bonds or portions thereof to be redeemed will be selected by the paying agent and bond registrar in such manner as the paying agent and bond registrar in its sole discretion may determine, each $5,000 increment being counted as one Bond for such purpose. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

In the case of redemption of Bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

Notice of Redemption

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the County will cause a notice of such redemption to be filed with the bond registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein will not affect the validity of the redemption. Each such notice is to set forth the date designated for redemption, the redemption price to be paid, the maturities of the Bonds to be redeemed and, if less than all of the Bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption will state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the County, the corresponding notice of redemption will be deemed to be revoked.

Security

The Bonds are general obligations of the County for which its full faith and credit are irrevocably pledged. The Act requires that the Board of Supervisors shall, in each year while any of the Bonds shall be outstanding, levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due, which tax shall be in addition to all other taxes authorized to be levied in the County.

State Aid Intercept

The provisions of Section 15.2-2659 of the Act, in substance, direct the Governor of Virginia (the "Governor"), upon satisfactory proof of default by the County in the payment of principal of or interest on the Bonds, immediately to order the Comptroller of Virginia (the "Comptroller") to withhold all further payment to the County of all funds, or any part thereof, appropriated and payable by the Commonwealth of Virginia (the "Commonwealth" or "State") to the County for any and all purposes until such default is remedied. For as long as the default continues, the law directs the Governor to require the Comptroller to pay to the holders of such Bonds or the paying agent therefor all of the withheld funds or as much as are necessary to cure, or to cure insofar as possible, the default on such Bonds. The Governor shall, as soon as practicable, give notice of such default and of the availability of funds with the paying agent or with the Comptroller by publication one time in a daily newspaper of general circulation in the City of Richmond, Virginia, and by mail to the registered owners of such Bonds. Although the provisions of Section 15.2-2659 have never been tested in a Virginia court, the Attorney General of Virginia has opined that appropriated funds can be withheld pursuant to its provisions.

Remedies

The Bonds do not specifically provide any remedies that would be available to a bondholder if the County defaults in the payment of principal of or interest on the Bonds, nor do they contain a provision for the appointment of a trustee to protect and enforce the interests of the bondholders upon the occurrence of such default. If a bondholder does not receive payment of principal or interest when due, the holder could seek to obtain a writ of mandamus from a court of competent jurisdiction requiring the Board of Supervisors to levy and collect an ad valorem tax, unlimited as to rate or amount, upon all property in the County subject to local taxation sufficient to pay the principal of and the interest on the Bonds as the same shall become due. The mandamus remedy, however, may be impracticable and difficult to enforce. The enforceability of rights or remedies with respect to the Bonds (but not the validity of the Bonds) may be limited by bankruptcy, insolvency, or other Commonwealth or federal laws, heretofore or hereafter enacted, and equitable principles affecting the enforcement of creditors' rights.

No Litigation Respecting the Bonds

No litigation is pending or, to the best of the County's knowledge, threatened (a) to restrain or enjoin the issuance, sale, or delivery of any of the Bonds, the application of the proceeds thereof, or the pledge of tax revenues for payment of the Bonds, (b) in any way contesting or affecting any authority for the issuance or validity of the Bonds, (c) in any way contesting the existence or powers of the County or (d) that, if determined adversely against the County, would have a material adverse effect on the County. See "CONTINGENT LIABILITIES AND CLAIMS" for a description of litigation affecting the County.

FAIRFAX COUNTY

GENERAL DESCRIPTION

Overview

The County is located in the northeastern corner of the Commonwealth of Virginia (the "Commonwealth") and encompasses an area of 407 square miles. Its current estimated population exceeds one million. The County is part of the Washington, D.C., metropolitan area, which includes jurisdictions in Maryland, the District of Columbia and Northern Virginia.

The Fairfax County government is organized under the Urban County Executive form of government (as defined under Virginia law). The governing body of Fairfax County is the Board of Supervisors, which makes policies for the administration of the County. The Board of Supervisors is comprised of ten members: the Chairman, elected at large for a four year term, and one member from each of nine districts, each elected for a four year term by the voters of the district in which the member resides. The Board of Supervisors appoints a County Executive to act as the administrative head of the County. The County Executive serves at the pleasure of the Board of Supervisors, carries out the policies established by the Board of Supervisors, directs business and administrative procedures, and recommends officers and personnel to be appointed by the Board of Supervisors. (See Appendix I.)

In Virginia, cities and counties are discrete units of government and do not overlap. Fairfax County completely surrounds the City of Fairfax and is adjacent to the City of Falls Church and the City of Alexandria. (See Appendix II.) Property within these cities is not subject to taxation by Fairfax County, and the County generally is not required to provide governmental services to their residents. The County does, however, provide certain services to the residents of certain of these cities pursuant to agreements with such cities.

In Fairfax County there are three incorporated towns, Clifton, Herndon and Vienna, which are underlying units of government within the County, and the ordinances and regulations of the County are, with certain limitations prescribed by Virginia law, generally effective in them. (See Appendix III.) Property in these towns is subject to County taxation, and the County provides certain services to their residents. These towns may incur general obligation bonded indebtedness without the prior approval of the County (more fully discussed in "DEBT ADMINISTRATION – Underlying Bonded Indebtedness").

Population

Fairfax County's estimated 2013 population was 1,130,924. In 1980, Fairfax County was the third most populous jurisdiction in the Washington, D.C., primary metropolitan statistical area, as defined by the U.S. Bureau of the Census. By 1990, Fairfax County, with 818,584 residents, had become the most populous jurisdiction in the Washington, D.C. area, adding an average of 22,170 people per year in the 1980s. Population growth during the 1990s and 2000s slowed; on average, the County gained about 12,400 people per year during 2000-2013.

Fairfax County Population

Calendar Year	Population
1940	40,929
1950	98,557
1960	248,897
1970	454,275
1980	596,901
1990	818,584
2000	969,749
2001	984,366
2002	1,004,435
2003	1,012,090
2004	1,022,298
2005	1,033,646
2006	1,037,311
2007	1,041,507
2008	1,050,315
2009	1,074,227
2010	1,081,726
2011	1,104,147
2012	1,118,683
2013	1,130,924

Sources: U.S. Bureau of the Census (1940-2000, 2010) and the Fairfax County Department of Neighborhood and Community Services

The following table reflects the population age distribution of County residents, based on the U.S. Census Bureau's 2010 Decennial Census. The survey estimated the County's total population in 2010 at 1,081,726.

Household Population Age Distribution
Fairfax County

	2010	
Age Group	**Number**	**Percent (%)**
Under 20 years	285,405	26.4
20 – 34	218,781	20.2
35 – 54	339,757	31.4
55 – 64	131,493	12.2
65 and Over	106,290	9.8
Total	1,081,726	100.0

Sources: U.S. Bureau of the Census, 2010 Decennial Census and Virginia Employment Commission

Based on the latest data released by the U.S. Census Bureau, Fairfax County's median household income was $107,096 and median family income was $124,831 in 2012. Over 32.0% of the County's households and 39.8% of families had annual incomes of $150,000 or more. The following table shows the 2012 household and family income distribution in the County.

2012 Household and Family Income Distribution[1]

Income Level	Household	Family
Under $25,000	7.2%	5.1%
$25,000 – 49,999	11.4%	10.2%
$50,000 – 74,999	14.2%	11.3%
$75,000 – 99,999	13.3%	12.0%
$100,000 – 149,999	21.3%	21.6%
$150,000 or more	32.6%	39.8%
Median Income	$107,096	$124,831

Source: Fairfax County Department of Neighborhood and Community Services, Demographic Reports 2013

[1] Household Income is defined as that income which is available to all residents of a housing unit, regardless of relationship. Income is from all sources, before taxes and deductions, and includes wages, business, retirement, SSI, alimony, child support, interest, etc. Family Income is derived by including only those households containing two or more persons related by blood, marriage or adoption.

Certain County Administrative and Financial Staff Members

Edward L. Long Jr., County Executive, joined the County in 1977 as a Budget Analyst. He served as a Senior Budget Analyst from 1980 to 1983 and as Assistant Director from 1983 to 1989. He was appointed Director of the Office of Management and Budget in October 1989 and Deputy County Executive-Chief Financial Officer ("DCE-CFO") in 1997. Mr. Long retired as DCE-CFO in May, 2011. Mr. Long was appointed County Executive effective April 25, 2012. Mr. Long has a Bachelor's Degree in Political Science from Emory & Henry College, Emory, Virginia and a Master's Degree in Urban Studies from the University of Maryland at College Park. He has served on the Fairfax-Falls Church Community Services Board and is active and has held offices in numerous professional organizations in the Northern Virginia region. Mr. Long serves as an adjunct professor at George Mason University and American University. He served on the Government Finance Officers Association ("GFOA") Standards Committee on Governmental Budgeting and Management. In 1993 Mr. Long was recognized by the Washington Metropolitan GFOA with the Anna Lee Berman Award for Outstanding Leadership in Governmental Finance. In 2006, Mr. Long was awarded the A. Heath Onthank Award, the County's highest employee award, in recognition of his achievements in advancing and improving public service in Fairfax County. In 2012, Mr. Long received the 2012 Distinguished Local Government Leadership Award from the Association of Government Accountants.

Patricia D. Harrison, Deputy County Executive, has worked in the field of human services since her graduation from Slippery Rock University, Slippery Rock, Pennsylvania in 1980 where she obtained a Bachelor's Degree in Therapeutic Recreation. She joined Fairfax County Government in 1986 and directed the creation of inclusive and therapeutic recreation services for people with disabilities. Prior to joining the County Executive's office, she served as Director for the Department of Community and Recreation Services for ten years. Ms. Harrison also holds a Master's Degree with a concentration in Therapeutic Recreation Administration from University of Maryland, College Park campus and obtained a Certificate of Public Management from George Washington University. She maintains her credentials as a Certified Therapeutic Recreation Specialist.

David J. Molchany, Deputy County Executive, joined the County in 1995. In 2003 Mr. Molchany was recognized by Governing magazine as one of the top ten Public Officials of the Year. He is also active in professional organizations at the international, national, state, and local levels of government. Previous employers have included Sallie Mae, American Management Systems, and Electronic Data Systems. Mr. Molchany is a 1983 graduate of Juniata College and holds a Bachelor of Science degree in Marketing and Computer Science.

David M. Rohrer, Deputy County Executive, has worked with the Fairfax County Police Department for almost 32 years and was appointed chief in 2004. In addition, Mr. Rohrer has also served as deputy chief for investigations and operations support; Patrol Bureau commander; Special Operations Division and district commander; SWAT first-line supervisor; and first-line patrol supervisor. Mr. Rohrer has served two terms as chairman of the Metropolitan Washington Council of Governments Police Chiefs' Committee, and he is a member of numerous organizations, including the International Association of Chiefs of Police; the Major Cities Chiefs' Association; the Police Executive Research Forum; and the Virginia Association of Chiefs of Police. Mr. Rohrer holds a bachelor's degree in administration of justice from George Mason University.

Robert A. Stalzer, Deputy County Executive, joined Fairfax County Government on June 5, 2000. Mr. Stalzer previously served as Town Manager for the Town of Herndon, Virginia from 1988 until June 2000. He was Director of Planning and Zoning for Roanoke County, Virginia from 1983 until 1988. Mr. Stalzer holds a Bachelor of Arts degree from Clark University, Worcester, Massachusetts, a Master of Regional and City Planning degree from the University of Oklahoma, and a Master of Business Administration degree from Syracuse University. Mr. Stalzer is a past president of the Virginia Local Government Management Association and recognized as a credentialed manager by the International City/County Management Association. Mr. Stalzer has served as an adjunct professor at Virginia Polytechnic Institute and State University, Roanoke College, and George Mason University.

David P. Bobzien was appointed County Attorney by the Fairfax County Board of Supervisors effective January 1993, after serving as a member of the Fairfax County Planning Commission and as the Chairman of the Fairfax County Goals Advisory Commission. He is a past chair of the Local Government Law Section of the Virginia State Bar, a past president of the Local Government Attorneys of Virginia, a past president of Lawyers Helping Lawyers, the organization that assists lawyers in Virginia suffering from substance abuse or mental illness, and the Immediate Past President of the Virginia Law Foundation. In 2004-2005 he served as the president of the Virginia State Bar. Mr. Bobzien is the current Chairman of the Virginia Continuing Legal Education Committee of the Virginia Law Foundation and a board member of the Fairfax Law Foundation. He also serves as a member of the American Bar Association's Commission on Domestic and Sexual Violence and as the Fairfax Bar Association's delegate in the American Bar Association's House of Delegates. Mr. Bobzien is a fellow of both the Virginia Law Foundation and the American Bar Foundation. Prior to assuming his present County position, he served as an assistant counsel in the Office of Professional Responsibility of the United States Department of Justice. From 1975 to 1979 Mr. Bobzien was an associate in the Fairfax law firm of Fitzgerald and Smith. He served as a captain in the Judge Advocate General's Corps in the United States Army from 1971 to 1975. Mr. Bobzien is a graduate of Holy Cross College Worcester, Massachusetts and holds a J.D. from the University of Virginia and an LL.M. in Taxation from George Washington University.

Christopher J. Pietsch was appointed Director of Finance for Fairfax County effective December 30, 2013. From 2003 until his appointment as Director of Finance, Mr. Pietsch served as the Director of the Fairfax County Internal Audit Office. Prior to that, Mr. Pietsch spent 16 years working in bank auditing as well as governmental auditing with the Commonwealth of Virginia. Mr. Pietsch is a graduate of James Madison University, Harrisonburg, Virginia, with a degree in Finance. In addition, he is a Certified Internal Auditor and a Certified Bank Auditor.

Susan W. Datta was appointed as the Chief Financial Officer of the County in May 2011. In addition, she is Director of the County Department of Management and Budget. Ms. Datta received her Bachelor's Degree in American Government from the University of Virginia and a Masters of Public Administration from the University of North Carolina at Chapel Hill. Ms. Datta worked as Assistant to

the County Manager in Catawba County, North Carolina, from 1984 to 1987. She joined the Fairfax County Department of Management and Budget in May 1987 as a budget analyst.

County Employees

As of July 2014, the School Board supported 23,843.3 full time equivalent positions. Other than school board employees 11,282 County employees were employed in activities funded directly or supported by the General Fund of the County and 1,032 employees were employed in activities not supported by the General Fund, principally the County's Integrated Sewer System (the "Integrated Sewer System"). Fairfax County employees are not represented by unions. Fairfax County public school employees have, however, organized the Fairfax Education Association and the Fairfax County Federation of Teachers to represent the interests of its members at public hearings and meetings before the School Board and the Board of Supervisors. General County employees' interests are represented at these types of meetings by the Employees Advisory Council and other groups such as police, fire, and sheriff employee organizations. None of these organizations is empowered to serve as negotiating agent for its members for collective bargaining purposes. Collective bargaining by public employees in Virginia is prohibited by law, a restriction upheld by the Supreme Court of Virginia.

GOVERNMENT SERVICES

Reflecting its urban character, Fairfax County provides a comprehensive range of public services characteristic of its form of government under Virginia law and its integral position within the Washington metropolitan area. The following subsections describe principal governmental services and services performed in conjunction with other governmental entities.

General Government Administration

The County government center complex is located in the Fairfax Center area and is accessible by U.S. Routes 50 and 29, near Interstate Highway 66. The 675,000 square foot government center houses core County services and agencies. Two adjacent County office buildings provide an additional 486,000 square feet of space and house primarily human services and community development agencies and departments of the County. The County also occupies a 135,000 square foot governmental center for delivery of County services in the southeast part of the County, and has six remote governmental centers throughout the County. The centers provide office space for members of the Board of Supervisors, personnel, police, and building inspectors, and provide meeting rooms for community activities.

From FY 2004 through FY 2013, the International City/County Management Association ("ICMA") recognized Fairfax County's performance measurement efforts with its "Certificate of Distinction." In 2009, ICMA created its third and highest level of recognition, called the "Certificate of Excellence," which Fairfax County has received from 2009 and through 2013 for its consistent efforts to incorporate performance data into decision-making, sustain the program through training and process improvement, and providing a high level of accountability and transparency while obtaining and sharing community input.

Fairfax County's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2012, received the Certificate of Achievement for Excellence in Financial Reporting for the 36th consecutive year from the Government Finance Officers Association (GFOA). Fairfax County has also earned GFOA's Distinguished Budget Presentation Award for the past 29 years. This award represents the highest form of recognition in governmental budgeting and reflects the commitment of the governing body and staff to meet the highest principles of public budgeting. The Association of Public Treasurers of the United States and Canada ("APT") has awarded the County certification for its investment policy

every year since 1998, confirming that the County meets the high public investment standards set forth by the Association. Written investment policies submitted to the APT received vigorous peer team review for conformity with principles of sound investment management, careful public stewardship, and adoption of the profession's best practices.

Public Schools

Fairfax County Public Schools ("FCPS") is the largest educational system in the Commonwealth of Virginia and the eleventh largest school system nationwide, ranked by enrollment. The system is directed by a twelve person School Board elected by County residents to serve four-year terms. A student representative with a one-year term participates in the School Board's discussions but does not vote. Because the School Board is not empowered to levy taxes or to incur indebtedness, the operating costs of FCPS are provided by transfers to the School Board from the General Fund of the County and the federal and Commonwealth governments (see the "FINANCIAL INFORMATION – General Fund Summary" herein). Capital construction funding for public school facilities is provided primarily by the sale of general obligation bonds of the County.

The FCPS system is a high quality system offering a variety of programs. There is a strong academic program for college-bound students. Almost 96% of FCPS graduates enroll in post-secondary educational programs. In addition to the traditional academic curriculum, the Thomas Jefferson High School for Science and Technology provides a four-year college preparatory program for students who have a strong interest and high aptitude in mathematics, science, computer science, engineering, or related professional fields. The school is designated as one of the Governor's magnet schools for science and technology, and students from other Northern Virginia counties are admitted on a tuition-paying basis.

FCPS also offers an extensive program for students pursuing opportunities in technical careers, with courses in business, health occupations, industrial technology, marketing, trade and industrial, and family and consumer sciences studies. In addition, there are special programs offered for gifted children and for students with disabilities spanning ages 2 through 21. FCPS also provides an extensive adult education program offering basic education courses and general education, vocational, and enrichment programs. Annually, over 40,000 community members participate in continuing education through more than 4,200 academic, career, and life skill classes offered through the Adult and Community Education program.

As of FY 2014, the School Board operates 189 schools and 7 special education centers:

Fairfax County Public Schools

Type of School	Number of Public Schools
Elementary School	139
Middle School	23
High School	22
Secondary Schools[1]	3
Alternative High Schools	2
Special Education Centers	7
Total	196

Source: Fairfax County Public Schools
[1] Grades 7-12.

As shown below, the number of students attending Fairfax County Public Schools increased overall between FY 2005 and FY 2014. Enrollment for FY 2014 was 183,895, an increase of 19,487 students over the FY 2005 enrollment, and 2,636 over the FY 2013 enrollment.

Fairfax County Public Schools Enrollment

Fiscal Year	Number of Public School Students	% Change
2005	164,408	-
2006	164,284	(.08)
2007	164,486	0.12
2008	166,307	1.12
2009	169,538	1.94
2010	172,391	1.68
2011	174,933	1.48
2012	177,918	1.71
2013	181,259	1.88
2014	183,895	1.45

Source: Fairfax County Public Schools FY 2015 Approved Budget

The average per pupil expenditures based on FY 2015 approved budget operating costs for several Washington metropolitan area jurisdictions are as follows:

Washington Metropolitan Per Pupil Expenditures

Jurisdiction	Per Pupil Expenditures
Arlington County	$18,687
Falls Church City	16,991
Alexandria City	16,880
Montgomery County (Md.)	15,326
Fairfax County	13,472
Manassas City	11,984
Loudoun County	11,638
Prince George's County (Md.)	11,563
Manassas Park	10,173
Prince William County	10,158

Source: FY 2015 Washington Area Boards of Education Guide

Of the Advanced Placement (AP) tests taken by FCPS students in 2013, 71% rated a score of 3 or above (on a grading scale of 1 to 5). Students who score a 3 or above on at least three AP exams are recognized by the College Board as AP Scholars; the total number of FCPS students recognized as AP Scholars rose from 5,737 in 2012 to 6,502 in 2013. In 2013, 35,759 AP tests were given, an increase of 5.2% from 2011. As a result of increasing both student participation and performance, FCPS was one of 388 school districts in the U. S. to be named an Advanced Placement Achievement District by the College Board in 2011. The Virginia Standards of Learning pass rates for FCPS students in the 2013-14 school year were 81% in English and 81% in mathematics.

FCPS students also score above average in all areas of the Scholastic Aptitude Test as compared to both the Commonwealth and the country.

2012 Average Scholastic Aptitude Test Scores

	Critical Reading	Writing	Math	Total
United States	496	488	514	1498
Virginia	510	495	512	1517
Fairfax County	554	541	568	1663

Source: The College Board SAT Percentile Ranks, 2013 College-Bound Seniors

Public Works

The Department of Public Works and Environmental Services (DPWES) provides essential management, professional engineering, design, and construction services in support of the construction of roads, sidewalks, trails, storm drainage, sewers, street lights, bus shelters and public facilities (except schools, housing, and parks). DPWES is also responsible for the acquisition of land for, and timely construction of, public facilities projects contained in bond referenda questions approved by the voters of Fairfax County. See "DEBT ADMINISTRATION – Bond Referenda Authorization" herein.

Wastewater generated in the County is treated at one County-owned treatment facility (Noman M. Cole, Jr. Pollution Control Plant), four inter-jurisdictional treatment facilities (District of Columbia Water and Sewer Authority's Blue Plains Facility, and plants operated by the Upper Occoquan Sewage Authority, Arlington County, and the Alexandria Renew Enterprises), and one private treatment facility (Harbor View Wastewater Treatment Plant). The County's treatment capacity in the six facilities totals approximately 157.18 million gallons per day ("mgd"). In addition, the County has purchased 0.1 mgd of capacity from the Prince William County Service Authority for future flow needs in the southern portion of the County.

DPWES manages and operates the I-95 Sanitary Landfill located on approximately 500 acres in the southern portion of the County. This facility is operated on a "special fund" basis, which utilizes tipping fees to pay for the operation and capital expenditures of the landfill. Since January 1, 1996, the landfill has been dedicated to the disposal of ash generated primarily by the incineration of municipal solid waste at the Arlington/Alexandria Energy-from-Waste Facility and the Fairfax County I-95 Energy/Resource Recovery Facility ("E/RRF"). On older portions of the landfill, the County has initiated closure activities which involve placing a synthetic or low permeability soil cap over the closed section of the landfill along with installation of landfill gas extraction wells and leachate collection systems. Capping activity has been completed on approximately 260 acres of the site. The closure project is a multi-phase construction project to continue through the remaining life of the facility. The County has established reserves for this purpose and has met the financial assurance requirements established by the Virginia Department of Environmental Quality regarding closure and post-closure care. Additional landfill requirements, whether debris or municipal solid waste, are met through separate contracts.

The E/RRF burns solid waste delivered to the facility from the County as well as portions of the District of Columbia, Prince William County, and Loudoun County. The facility has a dependable electric capacity rating of 63 megawatts for sale to Dominion Virginia Power, although it has the ability to generate over 80 megawatts. Fairfax County and the Fairfax County Solid Waste Authority, which was created by the County, entered into a service contract (the "Covanta Contract") in August 1987 with Ogden Martin Systems of Fairfax (now Covanta Fairfax, Inc.), under which Covanta Fairfax, Inc., was obligated to design, construct, operate, and maintain a 3,000 ton per day resource recovery facility at the I-95 Landfill Site. The County, under the Covanta Contract, is obligated to deliver certain minimum annual tonnages of solid waste to the E/RRF and to pay Covanta Fairfax, Inc., tipping fees for the disposal of such waste to provide funds sufficient to pay the operating costs of the E/RRF. Covanta

Energy Corporation, of which Covanta Fairfax, Inc., is an indirectly wholly-owned subsidiary, has guaranteed the obligations of Covanta Fairfax, Inc., under the Covanta Contract.

During FY 2014, the E/RRF processed over 947,080 tons of material towards the County's delivery commitment, exceeding the guaranteed requirements by 66,299 tons. Covanta Fairfax, Inc., processed in excess of 1,013,379 tons of waste in FY 2014. The current Covanta Contract remains in effect through February 1, 2016. On April 11, 2014, the County and Covanta Fairfax, Inc. entered into a Waste Disposal Agreement (WDA) that is effective February 2, 2016, and has an initial five year term. Under the WDA, the County's delivery commitment is 650,000 tons (as may be adjusted under the terms of the WDA).

Transportation

General

Fairfax County is served by various highway, rail and air transportation facilities. The Capital Beltway (Interstate Highways 95 and 495), Interstate Highways 395 and 66, and the Dulles Toll Road provide access to all parts of the Washington metropolitan area and major surface transportation corridors along the eastern seaboard. The Washington Metropolitan Area Transit Authority ("WMATA") Metrorail system provides area residents with one of the largest and most modern regional transit systems in the world.

Two major airports serve the County with daily national and international service. Washington Dulles International Airport ("Dulles Airport"), located along the County's western boundary, is also the site of a designated Foreign Trade Zone. Ronald Reagan Washington National Airport, located a few miles east of the County, is accessible by Interstate Highways 66 and 395. In 1987, control of these facilities was transferred by a 50-year lease from the federal government to the Metropolitan Washington Airports Authority ("MWAA"), a public authority created by inter-jurisdictional compact between the Commonwealth and the District of Columbia. In June 2003, the lease was extended to 2067.

Ground transportation receives significant attention from the County, primarily in an effort to relieve traffic congestion along the major arterials leading to Washington, D.C. and also to facilitate cross-County movement, connecting established and developing centers of commerce and industry. Recent efforts have included increased local funding for highway improvements, establishment of transportation improvement districts, creation of County transit systems, continued participation in WMATA, and other improvements which encourage increased use of Metrorail, bus services, and carpooling. The County also participates in a regional commuter rail system to expand transportation services available to County residents. In Virginia, the Commonwealth is generally responsible for highway construction and maintenance. However, highway improvement needs in Fairfax County far exceed the highway revenues available from the Commonwealth.

Since 1993, funding for County transportation projects has been received from Commonwealth bond financing, Federal Highway Reimbursement Anticipation Notes, Commonwealth general funds, fuel tax collections, County bond financing, Northern Virginia Transportation Authority tax collections and other revenue sources. A few of the many projects supported by these funding sources have included the Fairfax County Parkway, the County's share of capital costs for the WMATA's Metrorail system, the Dulles Toll Road, and improvements to U.S. Route 1, U.S. Route 29, I-66, I-95, I-495, the Fairfax County Parkway, State Route 7 and State Route 28.

Metro Transit System

Since 1970, Fairfax County and the other major political subdivisions in the Washington, D.C., metropolitan area have contracted with WMATA to finance, construct and operate a 103-mile Metrorail subway and surface rail transit system. Funding for the construction of the Metrorail system has come from direct Congressional appropriations and by direct local contributions. Five Interim Capital Contributions Agreements between WMATA and the participating political jurisdictions were executed to fully fund and complete the 103-mile adopted regional system. By 2018, 23 additional miles are expected to be added to the system with construction of the Silver Line, with new tracks connecting downtown Washington, D.C., to Washington Dulles International Airport. As of July 2014, 11.7 miles of the Silver Line were complete and in operation.

WMATA's Board of Directors periodically adopts a Capital Improvement Plan ("CIP"), which prioritizes and maintains the existing capital plant and rolling stock of the Metrobus and Metrorail systems. The regional counter-parties to WMATA periodically agree to updated funding agreements regarding their portion of capital priorities and infrastructure renewal projects. The County issues bonds as the primary source of the County's share of WMATA's CIP.

The County's operating assistance to WMATA is funded from the General Fund, gasoline tax receipts, and State aid. Fairfax County's share of the bus and rail operating subsidies for FY 2004-FY 2015 are shown in the following table:

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Fairfax County WMATA Operating Subsidies
(Millions of Dollars)

Fiscal Year	Bus Operations[1,2]	Rail Operations[1]	ADA Para-transit[1]	Less State Aid[3]	Less Gas Tax Receipts[4]	Adjust-ments and Interest Applied	Net General Fund
2004	$27.060	$18.582	$4.936	$22.112	$11.815	$5.174	$11.477
2005	29.662	17.375	5.945	22.033	14.748	0.000	16.201
2006	31.687	18.849	5.841	19.809	17.971	1.200	17.397
2007	37.368	17.496	5.803	19.406	20.885	1.990	18.386
2008	36.745	19.267	7.088	21.375	22.610	1.287	17.828
2009	45.292	17.665	7.565	39.836	23.490	0.000	7.196
2010	40.204	22.622	9.164	46.003	17.799	0.300	7.888
2011	45.387	15.598	11.347	44.745	21.838	0.300	5.449
2012	47.458	19.481	12.410	46.252	26.163	2.259	4.675
2013	48.829	26.209	12.424	49.734	28.568	0.056	9.104
2014	51.270	27.520	13.046	56.617	25.907	0.300	9.012
2015	57.330	38.447	14.019	72.789	27.500	0.150	9.357

Sources: Fairfax County Department of Transportation and Department of Management and Budget

[1] The amounts shown for operating subsidies represent actual disbursements in those years. Adjustments based on final WMATA annual audited figures are incorporated in the fiscal year in which the credit for an overpayment was applied or a debited amount was paid rather than the fiscal year in which the credit or debit was earned. Fiscal Years 2014 and 2015 are adopted budget amounts.

[2] Includes other service enhancements.

[3] Virginia law permits the use of State aid for transportation to fund transit program operating costs in addition to transit program capital costs.

[4] A 2% retail gasoline tax is dedicated to mass transit costs in those Northern Virginia jurisdictions covered by the Northern Virginia Transportation Commission ("NVTC"). The receipts from this tax are paid to NVTC which then allocates these funds to participating jurisdictions for payment of transit operating, capital and debt service costs.

Tax Districts

Transportation improvement districts provide another source of funding for transportation improvements in the County. The County, together with Loudoun County, a neighboring jurisdiction, formed the Route 28 Highway Transportation Improvement District (the "Route 28 District") in 1987 to accelerate highway improvements proposed by the Commonwealth to State Route 28. State Route 28 runs approximately parallel to the County's western border and connects State Route 7 in eastern Loudoun County to U.S. Route 50 and Interstate Highway 66 in western Fairfax County. The initial improvements, which consisted of expanding State Route 28 from two to six lanes, with additional turning lanes, are now complete. State Route 28 provides access to Washington Dulles International Airport, as do the Dulles Access Road and the Dulles Toll Road, both of which connect the Capital Beltway to Dulles Airport. Such improvements were financed from proceeds of a special improvements tax (the "Route 28 Special Improvements Tax") collected from owners of real property zoned for commercial and industrial use in the Route 28 District and bonds issued by the Fairfax County Economic Development Authority (the "EDA") secured by the Route 28 Special Improvements Tax collections.

In 2001, the Virginia General Assembly enacted legislation permitting the creation of one or more special transportation taxing districts located between the West Falls Church Metrorail station and the Dulles Airport area to provide a means of financing an extension of rail service in the Dulles Corridor. The structure of any such district is modeled after the existing Route 28 District. In February 2004, pursuant to a petition submitted by landowners representing a majority of the assessed value of property

zoned for commercial or industrial use in the Tysons and Reston commercial districts, the Board of Supervisors formed the Phase I Dulles Rail Transportation Improvement District (the "Phase I District") to provide funds to support the County's share of Phase I of a proposed expansion of the Metrorail system to Dulles Airport and beyond ("Phase I"). Funds for financing the County's $400 million share of the Phase I expansion of the Metrorail system are provided from a real estate tax levy on all property zoned for commercial and industrial use in the Phase I District (the "Phase I Special Improvements Tax"). As of December, 2013 the County has provided to MWAA its required $400 million share for the Phase I Project from the proceeds of the Phase I Special Improvements Tax and from bonds issued by the EDA secured by the Phase I Special Improvements Tax collections. The County provided approximately $68 million in additional funds for the completion of the Phase I Project from financing sources other than the Phase I Special Improvements Tax. Metrorail service for Phase I began in July 2014. Phase II of the proposed expansion of the Metrorail system ("Phase II") will complete the 23-mile line to Dulles Airport and beyond into Loudoun County. In October 2009, the County received a valid petition to form another special tax district comprised of the Reston-Herndon-Dulles commercial districts to provide $330 million toward the County's portion of the Phase II financing. The Phase II tax district was approved by the Herndon Town Council on November 11, 2009, and by the Fairfax County Board of Supervisors on December 7, 2009. On May 9, 2014 the United States Department of Transportation ("USDOT") approved an application of the County to receive loans in the aggregate principal amount of up to $403,274,894 to fund county obligated Phase II project costs (the "TIFIA loan). The County is currently negotiating the terms of the TIFIA loan with USDOT.

County Transit Systems

Within the County, the Fairfax Connector System provides feeder bus service to Metrorail Stations. The Fairfax Connector operates 85 routes to 13 Metrorail Stations which include the Dunn Loring, Franconia-Springfield, Greensboro, Huntington, McLean, Pentagon, Pentagon City, Spring Hill, Tysons Corner, Van Dorn Street, Vienna, West Falls Church, and Wiehle-Reston East stations. Private contractors operate and maintain the service and have the responsibility to employ and supervise all transit personnel, while the Board of Supervisors maintains control and approves all policies for bus service such as routes and service levels, fare structures, and funding assistance. The Fairfax Connector System is supported from General Fund and fare box revenues. The FY 2015 Adopted Budget Plan also includes support of $20.8 million from State aid. The Fairfax Connector carried approximately 10.7 million passengers in FY 2013. Fairfax Connector System expenditures totaled approximately $84.9 million in FY 2014, including capital expenditures. The County runs three permanent maintenance and garage facilities for the Fairfax Connector System, with bus operations management provided by a third-party contractor.

Commuter Rail

Fairfax County is a member of the Northern Virginia Transportation Commission and, in cooperation with the Potomac and Rappahannock Transportation Commission, is a participating jurisdiction in the operation of the Virginia Railway Express ("VRE") commuter rail service. As of December 2013, the service consisted of seven peak period trips from south of the County in the City of Fredericksburg to north of the County in the District of Columbia and six peak trips that run from west of the County in the City of Manassas to north of the County in the District of Columbia. Under a Master Agreement among VRE's participating jurisdictions, the County is to contribute to capital, operating, and debt service costs of the VRE on a pro rata basis according to its share of ridership. The County's share of the FY 2015 commuter rail operating and capital budget is $4.7 million.

Parks, Recreation and Libraries

Fairfax County provides a variety of recreational, educational, and cultural activities and services. In FY 2013, the Fairfax County Public Library (the "Library") made more than 13.1 million loans and recorded more than 5.2 million visits to its 23 branches, and reported more than 4.6 million user visits to its web site. The Library offers free events and activities, including puppet shows for toddlers, story time for school-aged children, book discussion groups for teens, author visits for adults, and English conversation classes for English for Speakers of other Languages customers (or new arrivals). The Library also makes library services available and accessible to people who have disabilities or are homebound.

The Department of Community and Recreation Services provides a variety of recreational, community, and human services for County residents. These services include senior adult programs and centers, therapeutic recreation services for individuals with disabilities, a variety of youth programs including recreational activities at youth centers, community-based recreational opportunities, support for Fairfax County's various volunteer sports councils and leagues, and a variety of volunteer opportunities.

Fairfax County also operates an extensive park system that provides a variety of recreational activities and facilities. Under the direction of a 12-member Park Authority Board appointed by the Board of Supervisors, the Fairfax County Park Authority ("FCPA") works with constituents, government leaders and appointees to implement Park Authority Board policies, preserve and protect natural and cultural resources, and facilitate the development of park and recreation programs and facilities. FCPA oversees operation and management of a 23,265-acre County park system with 421 parks, nine recreation centers with swimming pools, fitness centers, racquetball courts, program space, eight golf courses, an ice skating rink, skateparks, campgrounds, 203 playgrounds, 668 public gardens, five nature centers, an equestrian center, 731 athletic fields including 31 synthetic turf fields, ten historic sites, two waterparks, a horticultural center, and more than 320 miles of trails. In FY 2013, FCPA welcomed over 16.5 million visitors to parks, groomed fields for 174,000 competitors, and worked to control non-native invasive plants, promote native species and preserve woodlands and green open spaces.

FCPA charges fees for the use of certain park facilities including the recreation and fitness centers and golf courses, which are operated on a cost recovery basis, and represent approximately 60% of FCPA's funding. The remaining operating funds are appropriated by the Board of Supervisors from the County's combined general fund, providing the main operating funds for natural and cultural preservation and protection, administrative tasks, general access parks, planning and development, and park maintenance and operations. User fees do not cover the cost of new development of facilities, land acquisition, or the major renovation of existing facilities. These improvements are funded primarily through revenue bonds and general obligation bonds. General obligation bonds are primarily used for the renovation of existing facilities.

The Northern Virginia Regional Park Authority ("NVRPA"), an independent entity in which the County participates, operates 21 parks covering approximately 10,000 acres throughout Northern Virginia including the County. NVRPA is continually in the process of completing, acquiring, developing, or expanding its regional park facilities.

Community Development

The Fairfax County Redevelopment and Housing Authority ("FCRHA") was established in 1966 to meet low and moderate income family housing needs. It owns or administers housing developments in Fairfax County with staff and funding provided from County, federal, Commonwealth, and private sources. As of January 2012, the FCRHA owned 75 properties, which are comprised of over 3,600

apartments, townhouses, senior retirement homes, and assisted living facilities, as well as specialized housing such as mobile home pads and beds in group homes. The FCRHA also administers 3,527 federal Housing Choice Vouchers. In FY 2013, 17,450 people were served through the FCRHA's three major affordable housing programs: Public Housing, the Housing Choice Voucher program, and the Fairfax County Rental Program (FCRP). In FY 2012, the average income of households served in these three programs was approximately $26,387, or 27% of Area Median Income for a family of three (the average size of the households served). This meets the U.S. Department of Housing and Urban Development's (HUD) definition of "extremely low income."

FCRHA has provided financing with low-income housing tax credits for privately owned developments that reserve a total of 1,135 units for lower income tenants. Fairfax County's Workforce Housing policy, adopted by the Board of Supervisors in 2007, is a proffer-based incentive system designed to encourage the voluntary development of new housing affordable to a range of moderate-income workers in Fairfax County's high-rise/high-density areas. The County's Comprehensive Plan provides for a density bonus of up to one unit for every workforce unit provided by a developer, with the expectation that at least 12% of units in new developments be affordable or workforce housing.

In April 2004, the Board of Supervisors adopted its Affordable Housing Preservation Initiative to preserve affordable housing units. The centerpiece of the Initiative was the creation of the "Penny for Affordable Housing Fund." Beginning in FY 2006, the County's budget each year included the equivalent of one penny on the County's real estate tax rate for the preservation and production of affordable housing in the County. In FY 2010, the Penny Fund was reduced to the equivalent of half of one penny. In FY 2013, this funding equated to $9,975,000 for affordable housing.

Other County services include efforts to increase local employment opportunities by encouraging and retaining business and industrial development through the County's Economic Development Authority. On July 1, 2007, the County established an Office of Community Revitalization and Reinvestment ("OCRR"). The mission of the OCRR is to facilitate strategic redevelopment and investments within targeted commercial areas of the County that align with the community vision, and improve the economic viability, appearance and function of those areas. Among other initiatives, the OCRR is charged with working with property owners and the community to facilitate interest and participation in commercial development activities, and to develop public/private partnerships that further the County's revitalization, redevelopment, and reinvestment efforts.

Health and Welfare

The County provides services designed to protect, promote, and improve the health and welfare of Fairfax County citizens through a decentralized human services program. Based on individual needs, County human service centers define a comprehensive assistance plan that utilizes the services provided by all County departments. The County operates human service centers in locations convenient to residents to provide financial, medical, vocational, and social services. The Fairfax-Falls Church Community Services Board ("CSB") responsible for planning, organizing, and providing services to individuals who have a mental illness, intellectual disability, or a substance use disorder. The CSB provides state mandated services to assist, improve, and maximize the potential of individuals affected by these conditions and strengthen their capacity for living self-determined, productive, and valued lives. The CSB is part of the Fairfax County Human Services System providing its services at many sites throughout the County, including six community mental health centers, several outpatient sites, a detoxification center, group homes, consumer-operated drop in centers, and several specialized residential treatment sites.

The County also provides subsidized day care programs for older adults and children of low-income families, two special needs centers that serve emotionally disturbed or physically challenged children, and group homes for youth with serious emotional disturbances. Residential treatment services are also offered in the areas of substance abuse as well as substance abuse outpatient and specialized day treatment programs. Vocational and residential programs are also available for adults with intellectual disabilities and serious mental illness.

Financial assistance and social services are available to eligible residents. For low-income families and individuals, the Department of Family Services ("DFS") administers federal, Commonwealth, and local programs, such as public assistance, employment and training, and subsidized child care, as well as programs targeted to at-risk children, such as child abuse prevention, Child Protective Services, Foster Care and Adoption, and services purchased under the Comprehensive Services Act. For older adults, DFS also administers programs that include federal funds granted to localities, Commonwealth funds and additional support from the County. The federal and state governments partially reimburse DFS for the cost of administering the programs based on an annual allocation to the County as well as program costs. DFS operates the County's after school child care program in over 130 school-age child centers (located in the public schools and one recreational center) that serve more than 10,000 children during the school year and more than 2,500 children during the summer. Since FY 1986, the County has provided a comprehensive County transportation service, Fastran, for qualified elderly, disabled, and low-income persons. Transportation is provided by bus, van, or cab on a door-to-door basis to County programs, medical care, grocery stores, and other destinations.

Judicial Administration

Fairfax County's court system is one of the most sophisticated systems in Virginia in its use of advanced case management techniques and rehabilitation programs. The County uses automated systems to support case docketing and record retrieval, electronic filing and imaging in the land recordation process, juror selection, service of notices and subpoenas, and the processing of criminal and traffic warrants and collecting delinquent tax obligations.

The County has undertaken rehabilitation efforts through the Juvenile and Domestic Relations District Court and the Office of the Sheriff. These efforts include work training programs and counseling services for both adult and juvenile offenders. Additionally, residential treatment services are provided for juvenile offenders, and a work release program is provided for offenders confined in the County's Adult Detention Center.

Public Safety

A number of agencies share responsibility for public safety in Fairfax County. The Police Department, which is responsible for law enforcement, had an authorized strength of 1,335 police officers, 31 animal control officers, and 354 civilian personnel, with 6 positions supported by grant funding, effective July 1, 2014. The agency is accredited by the Virginia Law Enforcement Professional Standards Commission, which signifies the Department's compliance with standards that are specific to Virginia law enforcement operations and administration. The commanders of the eight police district stations located throughout the County have considerable latitude to tailor their operations to provide police services in ways most responsive to the needs of their respective communities, including community policing endeavors. The department has specialized units that operate as both standing (staffed full time) and non-standing units (staffed as needed), including the Helicopter Division, which operates two helicopters to provide support to general police operations, traffic monitoring, emergency medical evacuation, and rescue support; the Criminal Intelligence Unit, which provides an effective response to organized criminal activity including terrorist-related, gang, and bias crimes; the Gang Unit,

which provides regional leadership directed at combating gang crime through prevention and enforcement initiatives; and the Language Skills Support Unit, which serves to bridge the gap in the diverse cultures in the community by providing language support for the successful resolution of major criminal investigations.

Over the past 10 years, the County has maintained one of the lowest rates of serious crimes among jurisdictions in the Washington, D.C., metropolitan area and among comparable suburban jurisdictions throughout the United States. Additionally, the Police Department has continually attained a clearance rate for violent crimes such as murder, rape, and robbery far above the national averages for such offenses. At the same time, Fairfax County has maintained one of the lowest per capita costs for police services of all the local jurisdictions in the Washington metropolitan area.

Fire and rescue services are provided by 1,379 paid uniformed personnel, 189 paid civilian support personnel, and approximately 200 operational volunteers as of April 2014. The County operates 38 fire and rescue stations. The department operates various specialty units, including paramedic engine companies, a hazardous materials response unit, a technical rescue operations team, an arson canine unit, and a water rescue team whose members are certified in swift water rescue. The department also supports regional, national, and international emergency response operations through maintaining and supporting the Urban Search and Rescue Team ("US&R"). US&R operates under the auspices of the Department of Homeland Security for domestic responses and is sponsored by the United States Agency for International Development/Office of Foreign Disaster Assistance for international deployments. In addition to emergency response, the department provides various non-emergency services.

In May 2004, the Office of Emergency Management was established as a separate agency serving as the County's focal point for emergency preparedness and internal and external coordination to respond to natural, technological, and terrorist-related emergencies. In FY 2013, thirteen employees provided emergency management services for Fairfax County, including the Towns of Clifton, Herndon and Vienna. The major areas of focus include emergency management planning and policy, the County-wide emergency training and exercise program, public preparedness and education, and enhancement of response and recovery capabilities.

Water Supply Service

Fairfax Water ("FW") provides water service to residents of Fairfax County, the City of Fairfax, the City of Falls Church, the Town of Herndon and the Town of Vienna. FW, which operates the largest water system in the Commonwealth of Virginia, was established by the Board of Supervisors in 1957 to develop a comprehensive, Countywide water supply system through the acquisition of existing systems and the construction of new facilities. FW is an independent body administered by a ten-member board appointed by the Fairfax County Board of Supervisors. FW finances its capital improvements through the issuance of revenue bonds that are not backed by the full faith and credit of the County but principally repaid by revenues derived from charges for services rendered. FW's basic retail water charge is currently $2.42 per 1,000 gallons, plus a quarterly service charge (currently $9.80 for most single-family homes and townhouses). To pay for treatment and pumping capacity which is used only during periods of high demand, FW also levies a peak use charge of an additional $3.55 per 1,000 gallons on customers who exceed their winter quarter consumption by 6,000 gallons or 33%, whichever is greater. There also are fees for initial connection to the system and for opening, closing, or transferring an account.

FW utilizes two sources of water supply (Occoquan and Potomac Rivers), operates associated treatment, transmission, storage, and distribution facilities, and provides service to approximately 235,000 retail customers in Fairfax County, with an average daily consumption of about 79 million gallons per day ("mgd"). In addition, FW supplies about 66 mgd to other suppliers for resale, principally in the City of

Alexandria, Loudoun County, and Prince William County. The average population served by FW is estimated at 1,700,000 persons and the combined maximum daily capacity of the supply and treatment facilities is 345 mgd, which is sufficient to meet current demand.

Under an agreement with the Board of Supervisors, FW annually submits a 10-year capital improvement program which is reviewed and approved by the Board of Supervisors as part of the County's total capital improvement program. FW's 10-year Capital Improvement Program for FY 2013-2022 includes projects totaling $644,137,000.

On January 2, 2014, the City of Falls Church sold the Falls Church Water Utility to FW, and the City of Fairfax sold its water utility to FW. These transactions added approximately 46,000 customers to FW.

ECONOMIC FACTORS

Economic Development

Economic development activities of the County are carried out through the Fairfax County Economic Development Authority ("EDA"), whose seven commissioners are appointed by the Board of Supervisors. EDA promotes Fairfax County as a premier location for business start-up, relocation and expansion, and capital investment. It works with new and existing businesses to help identify their facility and site needs, and assist in resolving County-related issues and provide other business assistance. Pursuant to its enabling legislation, EDA encourages investment in the County with tax-exempt conduit revenue bond financing.

The total inventory of office space in the County was estimated at 114.8 million square feet at the end of 2013. At year end, 11 buildings totaling just under 2.7 million square feet of space were under construction. During 2013, over 1 million square feet of office space was delivered of which 600,000 square feet was speculative. The direct vacancy rate for the office market was 14.4% as of year end 2013. Including sublet space, the office vacancy rate was 16.7 percent.

The base of technology-oriented companies, particularly in computer software development, computer systems integration, telecommunications, and Internet-related services, has served as a ~~strong~~ magnet for the expansion and attraction of business and professional services. Government contractors, as well as diversified business and financial services, have added to the demand for prime office space in a number of key employment centers throughout the County.

Federal civilian employment in the County makes up 4.1% of the total jobs in the County. Federal jobs declined slightly in 2013. Due to sequestration, federal procurement spending in the County decreased from $26.4 billion in FY 2012 to $23.1 billion in FY 2013. However, this decreased level of federal procurement was still over 12% higher than the 2008 level. County General Fund revenue rose 2.5 percent in FY 2014, primarily due to an increase of 4.5% in current year real estate tax receipts. Personal property tax revenue was flat in FY 2014, while Business Professional and Occupational License (BPOL) revenue fell 2.7%. The decline in BPOL was primarily due to a decline in consultant category as a result of federal sequestration. Many BPOL categories, such as retail, builders and developers and real estate brokers, experienced growth.

There are 100 hotels with 75 or more rooms in the County, totaling over 17,400 hotel rooms and over 11 million square feet of space. Hotel development parallels commercial construction in terms of diversity of concept and design with a variety of product and service mixes (all-suites, business meeting facilities, and leisure facilities) in the marketplace.

Improvements to the County's transportation system, including increased service levels at Washington Dulles International Airport, has helped increase corporate activities dependent on immediate access to travel throughout the region, country, and world. The Metrorail service extension (the Silver Line) from the East Falls Church station, through Tysons through Dulles Airport, to Route 772 in Loudoun County will continue to help foster economic growth.

The Board of Supervisors and the County actively support revitalization and redevelopment throughout the County, particularly in its more mature business areas. Many enhancements have been made to the residential and commercial neighborhoods in Annandale, Bailey Crossroads/Seven Corners, the Lake Anne section of Reston, the Springfield and McLean central business districts, Merrifield, and the Richmond Highway corridor in the southeastern portion of the County. A number of capital improvement projects and other construction in process or already completed have improved the appearance and quality of life of these communities.

The most notable area of redevelopment in the County, Tysons—Fairfax County's "downtown"—is undergoing a transformative land-use replanning effort. Spurred by the Metrorail expansion project, the County is working to set the stage for Tysons's evolution into a more urban-scale, pedestrian-friendly environment, with more housing, recreation and open space in addition to more-dense office and retail development. Tysons currently has over 38.7 million square feet of office, retail, and other commercial space and is behind only downtown Washington's Central Business District and the East End submarkets in the entire Washington D.C. metropolitan area in total office inventory, and has 11.2 million square feet of residential space. Now that Phase I of the Metrorail expansion has been completed, it is expected that Tysons will continue to have significant growth in population, employment and commercial, retail and residential space over the next several decades. County staff continues to evaluate potential arrangements for financing the public share of Tysons infrastructure improvements and to facilitate co-operative funding agreements with the private sector. County staff, in cooperation with private participants, created a new 501(c)(6) membership organization known as the Tysons Partnership in January 2011. The Tysons Partnership provides a comprehensive approach to tasks that include marketing and branding, transportation, urban design/planning, public facilities and community amenities and finance. On January 8, 2013, the Board of Supervisors established, by ordinance, the Tysons Transportation Service District No. 1 (the "Tysons Service District") to provide transportation infrastructure and transit services within Tysons. As the governing board of the Tysons Service District, the Board of Supervisors is empowered to levy and collect a tax on any property within Tysons Service District's boundaries to finance the transportation infrastructure and transit services projects. The tax rate of $0.04 per $100 of assessed value was adopted by the Board of Supervisors as part of the FY 2014 Adopted Budget Plan, and this rate remains unchanged as part of the FY 2015 Adopted Budget.

Employment

More than 34,100 payroll business establishments (units) including global, corporate and regional headquarters, technology firms, sales and marketing offices, and business services are located in Fairfax County, employing over 585,000. Local businesses create employment in diversified areas like computer software development and systems integration, technical services, management consulting, government contracting, Internet-related services, wholesale and retail trade, and financial services. The following table presents data on the average number of payroll establishments and employment by major industry classification in Fairfax County as of fourth quarter 2013.

Businesses and Employment by Industry
Fairfax County, Virginia[1]

Industrial Classification	Number of Establishments	Average Payroll Employment for Quarter
Agriculture, Forestry, Fishing and Hunting	15	63
Mining, quarrying, and oil and gas extraction	10	260
Utilities	18	1,048
Construction	2,315	24,358
Manufacturing	447	6,346
Wholesale Trade	1,241	13,483
Retail Trade	2,647	54,927
Transportation and Warehousing	399	7,026
Information	804	21,731
Finance and Insurance	1,614	23,376
Real Estate and Rental and Leasing	1,505	9,676
Professional and Technical Services[2]	10,066	154,073
Management of Companies and Enterprises	346	21,681
Administrative and Waste Services	1,928	39,475
Educational Services	595	10,292
Health Care and Social Assistance	3,670	48,692
Arts, Entertainment, and Recreation	347	6,396
Accommodation and Food Services	2,081	40,483
Other Services except Public Administration	4,775	20,971
Unclassified	3	3
Total	34,826	504,360

Source: U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Fairfax County, fourth quarter 2013
[1] Excludes self-employed business owners.
[2] The Services category includes professional and technical services, health care and social assistance, management services, educational services, accommodation and food services, arts, entertainment and recreation, administrative and waste services, and membership organizations and trade associations.

The following is a list of the largest private, base sector (non-retail) employers in Fairfax County as of June 2014. Companies are alphabetized in their size category.

Largest Private Employers in Fairfax County

4,000-7,000+ Employees

Company Name	Type of Business
Booz Allen Hamilton	Professional, Scientific and Technical Services
Federal Home Loan Mortgage Corp. (Freddie Mac)	Finance and Insurance
General Dynamics	Professional, Scientific and Technical Services
Inova Health System	Health Care and Social Assistance
Northrop Grumman	Professional, Scientific and Technical Services
SAIC*	Professional, Scientific and Technical Services

* SAIC employment reported prior to the September 2013 split into two independent companies (SAIC and Leidos).

1,000-3,999 Employees

Company Name	Type of Business
AECOM	Professional, Scientific and Technical Services
AT&T	Information (Telecommunications)
BAE Systems	Professional, Scientific and Technical Services
CACI International	Professional, Scientific and Technical Services
Capital One	Finance and Insurance
Catholic Diocese of Arlington	Educational Services/Other Services
CGI	Professional, Scientific and Technical Services
CSC	Professional, Scientific and Technical Services
Deloitte	Professional, Scientific and Technical Services
Erickson Living (Greenspring)	Health Care and Social Assistance
ExxonMobil	Wholesale Trade (Petroleum/Oil)
EY (Ernst & Young)	Professional, Scientific and Technical Services
HCA Virginia	Health Care and Social Assistance
HP	Professional, Scientific and Technical Services/Information
IBM	Professional, Scientific and Technical Services
ICF International	Professional, Scientific and Technical Services
Insperity	Administrative Services
Kaiser Foundation Health (Kaiser Permanente)	Health Care and Social Assistance
Lockheed Martin	Professional, Scientific and Technical Services
ManTech International Corp.	Professional, Scientific and Technical Services
MicroStrategy	Professional, Scientific and Technical Services
MITRE	Professional, Scientific and Technical Services
Navy Federal Credit Union	Finance and Insurance
Oracle	Professional, Scientific and Technical Services
PricewaterhouseCoopers	Professional, Scientific and Technical Services
Quest Diagnostics	Health Care and Social Assistance
SI Organization	Professional, Scientific and Technical Services
Sprint	Information (Telecommunications)
SRA International	Professional, Scientific and Technical Services
TASC	Professional, Scientific and Technical Services
Time Warner Cable	Information (Telecommunications)
Verizon	Information (Telecommunications)
Wells Fargo Bank	Finance and Insurance

500-999 Employees

Company Name	Type of Business
The Boeing Company	Professional, Scientific and Technical Services
Exelis	Professional, Scientific and Technical Services
Hilton Worldwide	Accommodation and Food Services
L-3 Communications	Professional, Scientific and Technical Services
MV Contract Transportation	Health Care and Social Assistance
Securitas Security Services USA	Administrative and Support Services
SODEXHO USA	Accommodation and Food Services
Sunrise Senior Living	Health Care and Social Assistance
USIS	Administrative and Support Services
Washington Gas	Utilities

Source: Fairfax County Economic Development Authority, June 2014

Unemployment in the County has historically been, and continues to be, well below the national average, even in challenging economic times. The average unemployment rate in Fairfax County in 2013 was 4.3%. The average Virginia and U.S. unemployment rates during 2013 were 5.5% and 7.4%, respectively. Reflecting the global recession that began in late 2007 and escalated a year later, Fairfax County's average annual unemployment rate rose to a high of 5.0% in 2010 but has since declined, reflecting an overall leveling out of the economic downturn. The following table shows the average annual unemployment rate in Fairfax County as compared to Virginia and national averages in the past decade as well as the July 2014 unemployment rates.

Average Annual Unemployment Rates

Calendar Year	Fairfax County	Virginia	United States
2004	2.7%	3.7%	5.5%
2005	2.5	3.5	5.1
2006	2.2	3.0	4.6
2007	2.2	3.1	4.6
2008	2.9	4.0	5.8
2009	4.9	6.9	9.3
2010	5.0	7.1	9.6
2011	4.5	6.4	8.9
2012	4.2	5.9	8.1
2013	4.3	5.5	7.4
July 2014	4.2	5.4	6.2

Source: U.S. Bureau of Labor Statistics

According to the Bureau of Labor Statistics, the total number of jobs in the County was 576,400 in the first quarter of 2014. Self-employed persons are not included in these counts. The following table presents total covered employment in recent years:

Covered Employment[1]

First Quarter	Covered Employment in Fairfax County	% Change	First Quater	Covered Employment in Fairfax County	% Change
2003	525,100	-	2009	568,500	(2.8)
2004	533,900	1.7%	2010	563,100	(0.9)
2005	555,900	4.1	2011	572,900	1.7
2006	568,400	2.2	2012	585,100	2.1
2007	579,500	2.0	2013	586,200	0.2
2008	585,000	0.9	2014	576,400	(1.7)

Source: U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment Wages
[1] Covered employment means employees covered by state and federal unemployment laws.

Construction Activity

The following table includes data for residential and commercial construction activity in the County:

	Building Permits				Estimated Housing Units Started
	Residential Properties		Industrial and Commercial Properties		
Fiscal Year	Number	Estimated Value (000s)	Number	Estimated Value (000s)	Number
2004	16,442[1]	$ 800,358	4,034[1]	$ 405,788	6,780
2005	23,253[1]	1,145,145	4,013[1]	460,814	4,353
2006	17,168[1]	918,839	4,413[1]	450,382	2,784
2007	11,419[1]	757,848	4,974[1]	1,297,296	1,599
2008	10,719[1]	548,759	5,046[1]	619,613	2,238
2009	8,780[1]	327,454	4,361[1]	413,719	1,361
2010	8,977	428,941	3,946	375,126	1,150
2011	9,371	480,268	4,595	397,435	1,797
2012	9,454	538,307	4,308	602,444	3,023
2013	10,610	509,957	3,907	710,488	1,930

Sources: Building permits provided by Fairfax County Department of Public Works and Environmental Services, and estimated housing units started provided by Weldon Cooper Center, University of Virginia.
[1] Includes new and alteration/repair permits issued. Does not include trade permits issued.

A partial list of major new or expanded office projects within the County announced in 2013 is shown below:

New or Expanded Commercial Projects

Name of Company	Nature of Operations	Projected New/Additional Employment
Amazon Web Services	Information Technology	500
Blackbag Technologies	Software	6
China Unicom Americas	Telecommunications	4
comScore	Social Media/Internet	75
Dimension Data	Information Technology	85
DLT Solutions	Information Technology	22
FrontPoint Security Solutions	Information Technology/ Security Services	179
Mandiant Corporation	Information Technology	80
OBXtek	Information Technology	65
Salient Federal Solutions	Information Technology	530
TCoombs Associates	Information Technology	100

Source: Fairfax County Economic Development Authority

Housing

In 2013 single-family detached housing units represented 47.6% of the total housing units within Fairfax County. Single-family attached housing accounted for 24.3%, and multi-family housing made up the remaining 28.0%. As of January 2014, the median market value of all owned housing units, including condominiums, in Fairfax County was estimated by the Department of Neighborhood and Community Services to be $442,370.

Housing Units by Type of Structure

	1980		1990		2000		2013	
	No.	%	No.	%	No.	%	No.	%
Single-Family:								
Detached[1]	125,580	59.3	163,029	53.9	181,591	50.6	194,786	47.6
Attached[2]	30,833	14.6	67,306	22.3	87,171	24.3	99,683	24.3
Multi-Family[3]	55,333	26.1	72,129	23.8	90,198	25.1	114,603	28.0
Total	211,746	100.0	302,464	100.0	358,960	100.0	409,072	100.0

Sources: U.S. Bureau of the Census, U.S. Census of Housing (1980) and Fairfax County Department of Neighborhood and Community Services
[1] Single-family detached includes all single-family homes and mobile homes.
[2] Single-family attached includes duplexes, townhouses, and multiplex units.
[3] Multi-family includes condominiums, apartments and other units in structures with a common entryway.

The average sale price of housing units within the County is listed below:

Average Sale Price Housing Units

Type of Structure	2011	2012	% change
All Homes	$471,317	$492,480	4.5%
Detached Homes	624,355	641,066	2.7
Attached Homes	313,458	332,435	6.1

Source: Realestate Business Intelligence, an MRIS Company

Colleges and Universities

Sixteen institutions of higher education are located in Fairfax County: Averett University, Central Michigan University, Everest College, George Mason University, ITT Technical Institute, Marymount University, Missouri State University (Department of Defense Studies), Northern Virginia Community College, Potomac College, Sanford-Brown College, Stratford University, University of Phoenix, the Virginia Polytechnic Institute and State University (Virginia Tech), two campuses of the University of Virginia (both Virginia Tech and the Falls Church campus of the University of Virginia are located in the Northern Virginia Graduate Center) and Webster University. George Mason University, with an enrollment of more than 32,000 students, offers over 195 degree programs. The Northern Virginia Community College serves more than 72,000 students in credit courses and non-credit workforce and professional development programs at six campuses and two centers throughout Northern Virginia. American University, George Washington University, Catholic University, and Virginia Commonwealth University also operate programs in the County's secondary schools and on military installations within the County.

Cultural Amenities

Wolf Trap Farm Park for the Performing Arts, a cultural facility internationally renowned for its ballet, symphony, concert, and opera offerings, and the only national park for the performing arts in the U.S., is located in north-central Fairfax County. Nearly 300 cultural organizations – theater and opera companies, music and dance groups, community arts centers, festivals, and other activities – are based in and around the County. The County also assists in supporting the Fairfax Symphony, an internationally recognized orchestra that provides a variety of musical programs and outreach services to County residents. Other well-known attractions in the County include Mount Vernon, the home of George Washington; Woodlawn Plantation, George Washington's wedding gift to his nephew; and Gunston Hall, home of George Mason, author of the U.S. Bill of Rights and the first Constitution of Virginia. The region also boasts professional baseball, basketball, football, ice hockey and soccer.

DEBT ADMINISTRATION

Statement of Bonded Indebtedness

Pursuant to the Constitution of Virginia and the Act, a county in Virginia is authorized to issue general obligation bonds secured by a pledge of its full faith and credit. For the payment of such bonds, the Board of Supervisors of the County is required to levy, if necessary, an annual ad valorem tax on all property in the County subject to local taxation.

As of June 30, 2013, the County had outstanding the following amounts of general obligation bonds:

Purpose	Total General Obligation Bonds
School	$1,310,858,900
General Government	737,981,100
Total General Obligation Bonded Indebtedness[1]	$2,048,840,000

Source: Fairfax County Comprehensive Annual Financial Report FY 2013
[1] See "Debt Service on Tax Supported Debt Obligations" herein for outstanding general obligation debt service as of June 30, 2014.

The County does not rely upon short-term borrowings to fund operating requirements. The County has never defaulted in the payment of either principal or interest on any general obligation indebtedness.

Limits on Indebtedness

There is no legal limit on the amount of general obligation bonded indebtedness that Fairfax County can at any time incur or have outstanding. However, all such indebtedness must be approved by voter referendum prior to issuance. Since 1975, the Board of Supervisors has established as a financial guideline a self-imposed limit on the average annual amount of bond sales. In May 2006, the Board of Supervisors increased the bond sale target to $1.375 billion over a 5-year period, or an average of $275 million annually, with the flexibility to expand to a maximum of $300 million based on market conditions and/or priority needs in any given year. The actual amount of bond sales will be determined by construction funding requirements and municipal bond market conditions.

The Board of Supervisors also has imposed limits which provide that the County's long-term debt should not exceed 3% of the total market value of taxable real and personal property in the County. The limits also provide that annual debt service should not exceed 10% of annual General Fund disbursements. These limits may be changed by the Board of Supervisors, and they are not binding on future Boards of Supervisors of the County.

Bond Referenda Authorization

The following chart presents by purpose Fairfax County's authorized but unissued general obligation bond indebtedness as of October 1, 2014:

Authorized Purpose	Amount Authorized but Unissued as of October 1, 2014
School Improvements	$551,711,200
Transportation Improvements and Facilities	85,139,500
Parks and Park Facilities	83,812,100
Public Safety Facilities	87,277,200
Library Facilities	25,000,000
Flood Control	30,000,000
Total	$862,940,000

Source: Fairfax County Department of Management and Budget

Other Tax Supported Debt Obligations

The Board of Supervisors of the County directly or indirectly appoints all or a portion of the governing body of several legally independent local and regional authorities that provide services to the

County and its constituents. Such authorities include those that issue revenue bonds that are not general obligations of the County and issue debt supported directly or contingently by appropriations of tax revenues by the County. The full faith and credit of the County are not pledged to secure such bonds.

In March 1994, the Fairfax County Economic Development Authority ("EDA") issued $116,965,000 of lease revenue bonds to finance the County's acquisition of two office buildings occupied by County agencies and departments. In October 2003, EDA issued $85,650,000 of lease revenue refunding bonds to refund $88,405,000 of the 1994 lease revenue bonds. As of October 1, 2014, $35,150,000 of such lease revenue bonds are still outstanding. The County is absolutely and unconditionally obligated by the terms of a lease agreement with EDA to pay amounts equal to debt service on EDA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the lease agreement extend to November 15, 2018.

Beginning in 1996, the Fairfax County Redevelopment and Housing Authority ("FCRHA") has issued $42,460,000 of revenue bonds in seven series to finance the construction or renovation of five community center buildings, two adult day health care centers, one Head Start facility and one senior center. The County was obligated by the terms of triple net lease agreements or payment agreements with FCRHA to pay amounts equal to debt service on FCRHA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of funds for such purpose. The coincidental terms of the various bonds, lease agreements and payment agreements extend to May 1, 2029. On March 10, 2010, EDA issued $43,390,000 revenue bonds (Six Public Facilities Projects) (the "2010 Bonds") and provided a portion of the proceeds of the 2010 Bonds to the County to enable the County pursuant to its lease agreements with FCRHA to purchase five facilities financed from FCRHA bond issuances in 1996, 1998, 1999 and 2004. FCRHA used the funds provided by the County to redeem or defease the four series of bonds that financed the applicable facilities. As of October 1, 2014, $33,085,000 of the 2010 Bonds are still outstanding. Two original series issued by FCRHA in 2003, and 2005 financing respectively a head start facility and a senior center remain outstanding.

In July 2000, the Fairfax County Board of Supervisors entered into a Master Development Agreement with a private developer to finance and construct a 135,000 square foot government center in the southeastern region of the County. In November 2000, $29,000,000 of Certificates of Participation ("Certificates" or "COPs") were issued, secured by a triple net lease on the property between the developer and the County. The County was obligated by the terms of the lease agreement to pay an amount equal to the debt service on the Certificates. The County accepted the government center as substantially complete in February 2002. A portion of the proceeds of EDA's 2010 Bonds were provided to the County to enable the County to exercise an option to purchase the government center (the "South County Government Center Purchase"). The purchase price provided by the County was used to defease the COPs. The County is obligated by the terms of a contract with the EDA to pay amounts equal to debt service on the EDA's 2010 Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of EDA's 2010 Bonds and the contract extend to April 2032.

In June 2003, EDA issued $70,830,000 of revenue bonds (Laurel Hill Public Facilities Project), backed by a contract with the County. Approximately $55,300,000 of the bonds were allocable to the financing of a new public secondary school in the southern part of the County and $15,530,000 of the bonds were allocable to the financing of a new 18 hole public golf course in the southern part of the County. The County is obligated by the terms of a contract with EDA to pay amounts equal to debt service on EDA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to June 2033. In April 2012, EDA issued its $47,745,000 Revenue

Refunding Bonds (Laurel Hill Public Facilities Projects) to refund a portion of the bonds. As of October 1, 2014, $44,005,000 of such bonds issued in 2012 are still outstanding.

On January 27, 2005, EDA issued $60,690,000 of revenue bonds (School Board Central Administration Building Project Phase I) (the "School Board Building Bonds"), backed by a contract with the County. The bonds were issued to finance the purchase of certain property, including an existing office building thereon, the purchase of certain land adjacent thereto and the improvement of the existing building for use by the School Board as an administration building. The County is obligated by a contract with EDA to pay amounts equal to debt service on the School Board Building Bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the School Board Building Bonds and the contract extend to April 2035. In June, 2014, EDA issued $170,690,000 Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) to refund a portion of the School Board Building Bonds. As of October 1, 2014, $1,470,000 of the School Board Building Bonds are still outstanding.

On December 27, 2005, the Fairfax County Park Authority ("FCPA") issued two promissory notes in the aggregate amount of $12,900,000 for the purpose of providing a portion of the purchase price of a conservation easement for preservation purposes on an approximately 41 acre parcel of land, and options to purchase certain land. This land is known as "Salona," an historic site within the County. The County is obligated by the terms of a contract with FCPA to pay amounts sufficient to pay the principal and interest installments on the promissory notes when due. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the promissory notes and contract extend to December 2025.

On February 16, 2006, FCRHA issued a $40,600,000 Bond Anticipation Note (Affordable Housing Acquisition) Series 2006 (the "Series 2006 Note"). The Series 2006 Note was issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex, known as Crescent Apartments, to further FCRHA's goal of preserving existing affordable housing in Fairfax County. In 2007, 2008, 2011 and 2013 FCRHA issued bond anticipation notes, each time to refinance previous bond anticipation notes issued for the financing or refinancing of the Crescent Apartments project that were not paid from County money set aside to promote affordable housing. The currently outstanding Bond Anticipation Notes (Affordable Housing Acquisition) Series 2013A (the "2013A Notes") were issued in the principal amount of $24,650,000. The final maturity of the Series 2013A Notes is March 1, 2015. The County is obligated by a contract with FCRHA to make payments equal to the debt service on the 2013A Notes. The County's obligation to make such payments is subject to annual appropriation. As of October 1, 2014, $21,465,000 of the 2013A Notes remain outstanding.

On November 28, 2007, FCRHA issued $105,485,000 Bond Anticipation Notes (Affordable Housing Acquisition) Series 2007B (the "Series 2007B Notes"). The Series 2007B Notes were issued for the purpose of providing a portion of the funds required for the purchase of a multi-family rental housing complex located in Annandale, Virginia. In 2008, FCRHA issued bond anticipation notes to refinance the Series 2007B Notes. On August 20, 2009, FCRHA issued its Revenue Bonds (Affordable Housing Acquisition) Series 2009 in the aggregate amount of $94,950,000 (the "Series 2009 Bonds") to pay a portion of the principal amount of the 2008 outstanding bond anticipation notes. A portion of the principal amount of the 2008 bond anticipation notes, and the interest due on such notes, was paid from money set aside to promote affordable housing. The County is obligated by the terms of a payment agreement with FCRHA, subject to the appropriation of funds for the purpose, to pay amounts equal to the interest on and the principal of the Series 2009 Bonds. The coincidental terms of the Series 2009 Bonds and the related payment agreement extend to October 2039. As of October 1, 2014, $85,520,000 of the Series 2009 Bonds remain outstanding.

In July 2011, EDA issued $99,430,000 of Revenue Bonds (Wiehle Avenue Metrorail Station Parking Project). The bonds were issued to finance a portion of the costs of construction of a public parking facility to serve the Wiehle Avenue Metrorail Station that is being constructed as part of the extension of Washington Metropolitan Area Transit Authority's Metrorail System in the Dulles Corridor. The County is obligated by contract with EDA to pay amounts equal to debt service on EDA's bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to August 2034. As of October 1, 2014, $99,430,000 of such bonds remain outstanding.

In May 2012, EDA issued $65,965,000 of Revenue Bonds (Community Services Facilities Projects) backed by a contract between the County and EDA. The bonds were issued to finance the improvement of certain properties to be used by the County as a mental health facility and as a neighborhood community center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to March 2042. As of October 1, 2014, $63,580,000 of such bonds remain outstanding.

In November 2013, the County issued a $11,085,000 special subfund revenue bond (the "2013 VRA Bond") to Virginia Resources Authority ("VRA"). In return for issuing the 2013 VRA Bond, VRA provided the County with a portion of the proceeds realized from its autumn 2013 pooled financing bond transaction. The 2013 VRA Bond was issued to finance renovations to a complex that serves as a senior housing and assisted living facility, a senior center and an adult day health care center in the County. The County is obligated by a contract with VRA to pay amounts equal to the debt service on the 2013 VRA Bond. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the 2013 VRA Bond and the contract extend to October 2033. As of October 1, 2014, $10,530,000 of the 2013 VRA Bond remains outstanding.

In December 2013, EDA and the County entered into a master credit agreement with Bank of America, N.A., pursuant to which a revolving line of credit in an amount of up to $100,000,000 is made available to the County to provide interim financing for projects within the County's Capital Improvement Program or other similar projects.

In December 2013, EDA and the County entered into a loan agreement with T.D. Bank, N.A. (the "2013 Loan"), pursuant to which the proceeds of the loan in the amount of $25,000,000 are made available to the County to provide financing for the costs of the planned replacement of County-owned building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement that have reached the end of their useful life. The County is obligated by a contract with EDA to pay amounts equal to the debt service on the loan. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose.

In June 2014, EDA issued $170,690,000 of Fairfax County Facilities Revenue and Refunding Bonds Series 2014 A (County Facilities Projects) (the "2014A County Facilities Projects Bonds"). The 2014 A County Facilities Projects Bonds were issued to provide funds to finance the costs of the construction of a building to serve as a public safety facility for the County and the construction of a related parking garage, to refund and redeem prior to their respective maturities certain outstanding School Board Building Bonds and to capitalize interest on a portion of the Series 2014A County Facilities Projects Bonds up to and including the October 1, 2016, interest payment date. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County's obligation to

make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the Series 2014A County Facilities Projects Bonds and the contract extend to October, 2034. As of October 1, 2014, $170,690,000 of the Series 2014A County Facilities Projects Bonds remain outstanding.

In June 2014, EDA issued $30,175,000 of Fairfax County Facilities Revenue Bonds Series 2014 B (Federally Taxable) (County Facilities Projects) (the "2014B County Facilities Projects Bonds, and together with the 2014A County Facilities Projects Bonds, the "2014 County Facilities Projects Bonds") to provide funds to permanently finance the leasehold acquisition from LAF, LLC, of the Workhouse Arts Center located in the southeastern corner of the County, for a price sufficient to enable the lessee to retire all of its indebtedness relating to the Workhouse Arts Center. The County leased the 55-acre site and existing historic structures of the Lorton Correctional Complex to the lessee in 2006, and the lessee incurred over $50 million in debt through EDA to finance improvements to convert the Complex into a center for visual and performing arts. The County plans to provide for the continuation of the existing educational and cultural programs at the Center, while the County conducts a study of the optimum uses of and develops plans for further improvements to the Center. The County is obligated by a contract with EDA to pay amounts equal to debt service on such bonds. The County's obligation to make such payments is subject to the annual appropriation by the Board of Supervisors of sufficient funds for such purpose. The coincidental terms of the bonds and the contract extend to October, 2033. As of October 1, 2014, $28,770,000 of such bonds remain outstanding.

Lease Commitments and Contractual Obligations

The County leases certain real estate, equipment, and sewer facilities under various long-term lease agreements. In addition, pursuant to contracts with Arlington County, the Alexandria Sanitation Authority, the District of Columbia, and the Upper Occoquan Sewage Authority, the County is obligated to share the capital costs and associated debt service of certain facilities.

In 1989 and 1990, EDA issued $26,765,000 of parking revenue bonds to finance construction of parking structures near the Vienna Metrorail Station and the Huntington Metrorail Station in Fairfax County. All obligations relating to the construction of such parking structures have now been paid. EDA issued $25.735 million in bonds on November 10, 1999, to finance a second parking structure at the Vienna Metrorail Station. In August 2005, EDA issued $18,695,000 in bonds to refund all of the callable 1999 parking revenue bonds. The parking revenue bonds are payable under a lease with WMATA from revenues to be derived by WMATA from parking surcharges at these and other parking facilities in Fairfax County. In the event such revenues are not sufficient to pay debt service on the parking revenue bonds and under certain other conditions, the County is, in effect, obligated, subject to annual appropriation by its Board of Supervisors, to make payments to EDA sufficient to pay such debt service. As of October 1, 2014, $10,920,000 of such bonds remain outstanding.

In February 1990, the Northern Virginia Transportation Commission ("NVTC") issued $79.4 million of bonds to finance certain costs associated with the establishment of commuter rail services (the Virginia Railway Express) in the area of Northern Virginia bordering Washington, D.C. Fairfax County has joined with other jurisdictions through a Master Agreement to bear certain costs associated with operating and insuring the rail service as well as servicing the debt issued by NVTC. The Master Agreement requires that the County's governmental officers charged with preparing its annual budget include an amount equal to its share of the costs of the Virginia Railway Express. Each jurisdiction's share is determined by a formula set out in the Master Agreement. Fairfax County's share of this cost was $4.5 million in FY 2013. An additional $23 million in NVTC commuter rail revenue bonds were issued in early 1997 to purchase new rail coaches. Debt service on these bonds is being funded predominantly by Commonwealth and federal funds and VRE revenues.

On October 29, 2003, EDA issued $33,375,000 transportation contract revenue bonds to provide $30,000,000 to the Commonwealth Transportation Board (CTB) for construction of certain interchanges on Route 28 in the Route 28 Highway Transportation District, which is partly in Fairfax County and partly in Loudoun County. EDA on August 26, 2004, issued $57,410,000 transportation contract revenue bonds to provide an additional $60 million for construction of additional interchanges. The bonds issued in 2003 and 2004 financed the construction of six interchanges. In March 2007, EDA issued $41,505,000 transportation contract revenue bonds to finance a portion of constructing an additional four interchanges in the Route 28 Highway Transportation District. In July 2008, EDA issued $51,505,000 transportation contract revenue bonds to finance additional costs of constructing the additional four interchanges on Route 28. See also the discussion of taxes levied by the County in the Route 28 Highway Transportation Improvement District, located partly in the County, to pay debt service on CTB and EDA bonds in "GOVERNMENT SERVICES – Transportation – *Tax Districts*" herein. In May, 2012, EDA issued bonds to refund a portion of the bonds issued in 2003 and 2004. As of October 1, 2014, $41,505,000 of the bonds issued in 2007 remain outstanding, $50,755,000 of the bonds issued 2008 remain outstanding and $85,275,000 of the bonds issued in 2012 remain outstanding.

On May 26, 2011, EDA issued $205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 which provided $220 million to provide a portion of the financing for the expansion of Metrorail of approximately 11.5 miles of rail line through the County's primary urban center, Tysons to Reston. As of October 1, 2014, $189,740,000 of such bonds remain outstanding. On October 10, 2012, EDA issued an additional $42,390,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 to provide $48,400,000 for this purpose. Debt service on the bonds is paid from a special improvements tax levied by the County on commercial and industrial use property located in the Phase I Dulles Rail Transportation Improvement District within the County. As of October 1, 2014, $40,220,000 of such bonds remain outstanding.

On June 9, 2011, the Mosaic District Community Development Authority (the "CDA") issued $46,980,000 Revenue Bonds, Series 2011A, and the CDA issued in July, 2011 an additional $18,670,000 Revenue Bonds, Taxable Series 2011A-T (collectively, the "CDA Bonds"). Proceeds from the CDA Bonds were used to finance certain public infrastructure improvements within the Mosaic District Community Development Authority District (the "Mosaic District") to support a mixed-use development to be constructed within the Mosaic District. The CDA Bonds are payable primarily from certain incremental real estate tax revenues collected by the County in the District and certain special assessments imposed and collected within the by the County within the Mosaic District. The payment of incremental real estate tax revenues and special assessments, as applicable, by the County to the CDA to be used for debt service payments on the CDA Bonds is subject to appropriation by the County. As of October 1, 2014, $46,980,000 of the CDA Bonds issued in June 2011 remain outstanding and $18,670,000 of the CDA Bonds issued in July 2011 remain outstanding.

[Placeholder for TIFIA paragraph]

[Debt Service on Tax Supported Debt Obligations – to be updated]

Total principal and interest payments on the County's outstanding tax supported debt obligations, including general obligation bonds and other tax supported debt obligations are presented in the following table:

Fiscal Year Ending June 30	General Obligation Bonds Principal	General Obligation Bonds Interest[2]	Other Tax Supported Debt Obligations[1] Principal	Other Tax Supported Debt Obligations[1] Interest	Total[3]
2015	$181,790,000	$92,767,780	$ 48,534,502	$ 24,248,379	$347,340,661
2016	175,455,000	83,417,601	29,759,094	25,263,898	313,895,593
2017	168,750,000	75,976,969	30,438,849	24,250,772	299,416,590
2018	158,800,000	68,558,979	36,553,773	22,958,772	286,871,524
2019	156,990,000	61,156,234	37,198,872	21,320,878	276,665,984
2020	148,690,000	54,222,875	24,059,151	20,050,361	247,022,387
2021	141,425,000	47,758,824	24,609,618	18,980,624	232,774,065
2022	132,490,000	41,760,909	25,165,278	17,870,211	217,286,398
2023	123,740,000	35,737,056	25,766,139	16,729,010	201,972,205
2024	114,035,000	30,084,399	22,653,724	15,636,359	182,409,482
2025	108,650,000	24,292,649	23,250,000	14,622,266	170,814,915
2026	98,970,000	20,169,269	23,552,500	13,588,846	156,280,615
2027	90,265,000	16,505,615	23,885,000	12,536,687	143,192,302
2028	78,215,000	12,956,488	24,585,000	11,467,314	127,223,801
2029	66,495,000	9,552,630	25,320,000	10,360,909	111,728,539
2030	56,520,000	6,488,375	26,030,000	9,200,538	98,238,913
2031	43,035,000	4,223,475	26,865,000	7,994,105	82,117,580
2032	34,405,000	2,421,375	27,730,000	6,735,521	71,291,896
2033	23,530,000	1,050,775	26,685,000	5,421,092	56,686,867
2034-2042	13,215,000	264,300	99,615,000	14,633,046	127,727,346
Total[3]	$2,115,465,000	$689,366,575	$632,256,501	$313,869,585	$3,750,957,661

Source: Fairfax County Department of Management and Budget

[1] Does not reflect anticipated payments by the United States Treasury with respect to the County's Public Improvement Bonds Series 2009E (Federally Taxable - Build America Bonds).

[2] Includes the debt service on the Series 2013A Notes relating to the purchase of the Crescent Apartments complex, including the $21,465,000 principal amount of the Series 2013A Notes due on March 1, 2015, which is expected to be refinanced.

[3] Totals may not add due to rounding.

[4] [Amounts listed are as of June 30, 2013. Does include, however, debt service on the County's Public Improvement Refunding Bonds, Series 2014B, the 2013 VRA Bond, the 2013 Loan and the 2014 County Facilities Projects Bonds each of which were incurred after June 30, 2013.]

Sewer Revenue Bonds

In 1986, the County issued $75 million of an authorized $179 of million sewer revenue bonds pursuant to a General Bond Resolution adopted by the Board of Supervisors (the "General Bond Resolution"). The proceeds were expended to finance the expansion of the wastewater treatment facilities at the Noman M. Cole, Jr., Pollution Control Plant from 36 mgd to 54 mgd and the County's share of the cost of expanding facilities at the District of Columbia's Blue Plains Wastewater Treatment Plant. The treatment capacity of the Blue Plains Plant expanded from 309 mgd to 370 mgd, and the County's share increased from 16.02 mgd to 31.0 mgd. In 1993, the County issued $72.1 million sewer revenue refunding bonds to advance refund for debt service savings a portion of its outstanding sewer revenue bonds. In July 1996, the County issued the remaining authorized but unissued $104 million sewer revenue bonds to finance additional expansion and improvements to its Noman M. Cole, Jr., Pollution Control Plant. On November 15, 2003, the County redeemed from available funds of the Integrated Sewer System the outstanding balance of its 1993 sewer revenue refunding bonds. On October 14, 2004, the County issued its $94.005 million sewer revenue refunding bonds to advance refund for debt service savings all of the callable 1996 sewer revenue bonds. On June 17, 2009, the County issued its $152.255 million sewer revenue bonds to finance a portion of the upgrade costs allocable to the County at

certain wastewater treatment facilities that are owned by, or that provide service to, the County, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On August 8, 2012, the County issued its $90.710 million sewer revenue bonds to finance a portion of capital improvement costs allocable to the County at certain wastewater facilities that are owned by or that provide service to, the County, which are required by the Commonwealth to reduce nitrogen discharge, the purchase of additional capacity at certain wastewater treatment facilities for the benefit of the County and the costs of certain additions, extensions and improvements to the County's sewage collection, treatment and disposal systems. On April 16, 2014, the County issued its $61.755 million sewer revenue refunding bonds to advance refund for debt service savings a portion of the callable 2004 sewer revenue bonds.

Wastewater treatment capacity and services are also provided to the Integrated Sewer System pursuant to contracts with Arlington County, the Alexandria Renew Enterprises ("ARE"), the District of Columbia, and the Upper Occoquan Sewage Authority ("UOSA"), whereby the County is obligated to share the capital costs and associated debt service of certain facilities. The County's obligations to such entities are payable solely from the revenues of the Integrated Sewer System on a basis, under the General Bond Resolution, subordinate to its sewer revenue bonds, and are not general obligations of the County. Further information concerning these obligations is included in Notes J and K to the Basic Financial Statements shown in Appendix IV.

The County has entered into a service agreement with ARE that obligates the County for 60% of the cost of capacity of the ARE wastewater treatment plant and a joint use system, including debt service on ARE bonds issued for ARE system improvements where the County does not otherwise provide for its share of the capital cost of such improvements. The County's share of previous upgrades was $200 million. The County's share of additional upgrades, as estimated by ARE, is approximately $80 million. The County obtained permanent funding from the Virginia Water Facilities Revolving Fund in FY 2001 and again in FY 2002 for a portion of its share of the initial costs from the proceeds of two loans aggregating $90 million. The County issued to the Virginia Water Facilities Revolving Fund the County's $40 million subordinated sewer revenue bonds which now bear interest at the rate of 2.35% per annum and $50 million subordinated sewer revenue bonds which now bear interest at the rate of 2.35% per annum, in evidence of its obligation to repay the loans. The County expects to provide the balance of its share of the costs of ARE's improvement project from other borrowings and available Integrated Sewer System funds.

In January 1996, UOSA issued $330.86 million of bonds: $288.60 million to finance the cost of expanding its advanced wastewater treatment plant from 32 mgd to 54 mgd and $42.26 million to refinance certain of its outstanding bonds. In January 2004, UOSA refunded a portion of this debt for debt service savings and accordingly revised the participating member jurisdictions' debt service schedules. In November 2004, July 2005, and again in February 2007, UOSA refunded additional portions of its outstanding debt. In February of 2007, UOSA issued $90,315,000 of Regional Sewer System Revenue Refunding Bonds to advance refund another portion of the outstanding bonds issued in 1996. In December 2007, UOSA issued $119,715,000 in bonds to finance the expansion and replacement of certain systems within its wastewater treatment plant. In December 2010, UOSA issued $85.18 million in bonds to finance UOSA capital improvements including interceptor and pump delivery systems, nutrient reduction projects and miscellaneous plant and hydraulic improvements. See the table below for the County's debt service obligations on outstanding UOSA bonds. In 2013 UOSA issued two series of refunding bonds for debt service savings and accordingly reduced the participating member jurisdictions' debt service payment requirements.

The debt service on the County's outstanding sewer revenue bonds, its subordinated sewer revenue bonds payable to the Virginia Water Facilities Revolving Fund evidencing loans for a portion of the County's costs associated with the ARE improvement project, and its subordinated obligations payable for capacity under its contract with UOSA, is reflected in the following table.

	Sewer Revenue Bonds		Other Sewer Debt Service Obligations		
Fiscal Year Ending June 30	**Principal**	**Interest**	**SRF/VRA[1]**	**UOSA[2]**	**Total[3]**
2015	$7,615,000	$12,909,756	$6,203,277	$20,604,047	$47,332,080
2016	7,655,000	13,241,350	6,203,277	20,728,134	47,827,761
2017	7,980,000	12,938,500	6,203,277	20,726,324	47,848,101
2018	8,365,000	12,562,625	6,203,277	20,718,077	47,848,980
2019	8,810,000	12,133,250	6,203,277	20,704,969	47,851,497
2020	9,295,000	11,680,625	6,203,277	20,695,221	47,874,124
2021	9,780,000	11,203,750	6,203,278	20,336,891	47,523,919
2022	10,295,000	10,701,875	3,412,199	23,310,214	47,719,287
2023	10,835,000	10,173,625	-	20,862,983	41,871,608
2024	11,410,000	9,617,500	-	20,848,373	41,875,873
2025	11,985,000	9,055,650	-	20,889,455	41,930,105
2026	12,510,000	8,542,325	-	28,398,071	49,450,396
2027	13,020,000	8,058,950	-	21,703,416	42,782,366
2028	13,530,000	7,548,713		21,682,488	42,761,201
2029-2043	153,495,000	51,546,163	-	125,721,516	330,762,679
Total	$296,580,000	$201,914,656	$46,835,141	$427,930,179	$973,259,975

Source: Fairfax County Department of Public Works and Environmental Services

[1] Debt service on the County's subordinated sewer revenue bonds issued to the Virginia Water Facilities Revolving Fund evidencing the County's obligation to repay $90 million in loans made to the County by Virginia Resources Authority from the Fund.

[2] Based on the County's share of scheduled UOSA debt service. Does not reflect any anticipated payments by the United States Treasury on outstanding UOSA Build America Bonds.

[3] Totals may not add due to rounding.

[4] Amounts are as of June 30, 2014.

Debt Ratios

The following data show trends in the relationship of the general obligation bond indebtedness of the County to the estimated market value of taxable property in the County and to its estimated population and the trend of general obligation debt service requirements as a percentage of General Fund disbursements.

Trend of Debt as a Percentage of Estimated Market Value of Taxable Property (in 000s)

Fiscal Year Ended June 30	Bonded Indebtedness[1]	Estimated Market Value[2]	Percentage
2004	$1,814,517	$144,009,286	1.26%
2005	1,931,008	159,587,438	1.21
2006	1,963,218	194,378,020	1.01
2007	2,045,423	235,106,092	0.87
2008	2,109,908	245,338,140	0.86
2009	2,131,273	244,973,908	0.87
2010	2,318,699	222,951,827	1.04
2011	2,554,051	204,324,080	1.25
2012	2,734,135	210,318,077	1.30
2013	2,514,452	211,298,487	1.19

[1] *Source*: Fairfax County Comprehensive Annual Financial Report FY 2013. Bonded Indebtedness for Fiscal Year 2013 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Fiscal Year 2013 Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, Fiscal Year 2013 Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount. The total includes General Obligation Bonds and other tax supported debt payable from the General Fund including the County's obligation to make payments with respect to "Other Tax Supported Debt Obligations."

[2] Estimated market value is based on recorded values as of January 1 of the prior fiscal year, and reflects the original book value and does not reflect any adjustments made during the fiscal year.

Debt Per Capita

Fiscal Year Ended June 30	Bonded Indebtedness (in 000s)[1]	Estimated Population (in 000s)[2]	Bonded Indebtedness Per Capita	Fairfax County Per Capita Income[3]	Debt Per Capita as Percentage of Per Capita Income[4]
2004	$1,814,517	1,022	$1,775	57,547	3.08%
2005	1,931,008	1,034	1,868	61,837	3.02
2006	1,963,218	1,037	1,893	64,698	2.93
2007	2,045,423	1,042	1,964	67,691	2.90
2008	2,109,908	1,046	2,018	70,822	2.85
2009	2,131,273	1,052	2,026	69,241	2.93
2010	2,318,699	1,082	2,144	67,094	3.10
2011	2,554,051	1,104	2,313	64,637	3.45
2012	2,734,135	1,119	2,444	68,847	3.78
2013	2,514,452	1,131	2,223	68,847	3.23

[1] *Source*: Fairfax County Comprehensive Annual Financial Report FY 2013. Bonded Indebtedness for Fiscal Year 2013 included herein differs from the data shown in Tables 3.1, 3.2 and 3.4 of the Statistical Section of the County's Fiscal Year 2013 Comprehensive Annual Financial Report based on the treatment of bond premium and discounts. In the Comprehensive Annual Financial Report, Fiscal Year 2013 Bonded Indebtedness represents principal outstanding plus unamortized premium (minus unamortized discount). In the table above, Bonded Indebtedness is based on outstanding principal without adjustment for unamortized premium or discount.
[2] U.S. Census Bureau, 1970, 1980, 1990, 2000 and 2010 Decennial Censuses, 2001 to 2025 estimates and forecasts, Fairfax County Department of Neighborhood and Community Services.
[3] Source: Bureau of Economic Analysis (BEA), U.S. Department of Commerce, 2002-2008 and Fairfax County Department of Management and Budget 2009-2013.

Debt Service Requirements as a Percentage of General Fund Disbursements (in 000s)

Fiscal Year Ended June 30	Debt Service Requirements[1]	General Fund Disbursements	Percentage
2004	$213,027	$2,594,726	8.21%
2005	224,544	2,799,800	8.02
2006	239,326	3,033,283	7.89
2007	253,433	3,224,338	7.86
2008	267,624	3,320,397	8.06
2009	276,105	3,354,860	8.23
2010	277,370	3,309,905	8.38
2011	285,551	3,343,689	8.54
2012	288,302	3,419,953	8.43
2013	289,714	3,533,098	8.20

Source: Fairfax County Comprehensive Annual Financial Report FY 2013
[1] The Debt Service Requirements include total principal and interest payments on the County's outstanding tax supported debt obligations, including all debt listed under the heading "Other Tax Supported Debt Obligations."

Underlying Bonded Indebtedness

The following table shows the underlying bonded indebtedness of towns within the boundaries of Fairfax County as of June 30, 2013:

Town of Vienna	Storm Drainage/Street Improvement/Water and Sewer/Public Buildings	$16,638,379
Town of Herndon	Recreational Complex/Water and Sewer/Recreational Facilities	15,459,658
Total Underlying Indebtedness		$32,098,037

Source: Fairfax County Comprehensive Annual Financial Report 2013, Town of Vienna, Town of Herndon

These underlying general obligation bonds are obligations of the respective towns only and are not obligations of Fairfax County.

The bonds, notes and other obligations of Fairfax Water, the Fairfax County Park Authority, the Fairfax County Industrial Development Authority, the Fairfax County Economic Development Authority, the Fairfax County Redevelopment and Housing Authority, the Northern Virginia Health Center Commission, the Northern Virginia Transportation Commission, and the Mosaic District Community Development Authority are not obligations of the County.

TAX BASE DATA

Fairfax County annually reassesses approximately 359,034 parcels of real property employing a computer assisted mass reassessment program for both residential and non-residential properties. The County uses a statistic called the coefficient of dispersion (the "Coefficient of Dispersion") which measures the uniformity of assessment to sale ratios among properties. The lower the coefficient of dispersion, the more uniform the assessment. The overall Coefficient of Dispersion in Fairfax County for tax year 2012 (FY 2013) was 4.0%, and the assessment to sales price ratio was 0.93. A Coefficient of Dispersion of 15% is considered good by professional assessing standards. The County falls into the excellent category, indicating a high degree of assessment uniformity and equity.

The assessed value for FY 2015 of the real estate tax base, as reported for calendar year 2014 assessments in the main tax book for Fairfax County, increased by 5.4% in value from the prior year.

The data in the following five tables are presented to illustrate trends and characteristics of the assessed value of real and personal property which are major sources of County-derived revenue:

Assessed Value of All Taxable Property[1]

Fiscal Year	Real Property	Personal Property	Total
2004	$129,215,116,649	$14,005,217,597	$143,220,334,246
2005	144,643,064,429	13,618,244,620	158,261,309,049
2006	177,877,141,169	14,310,177,208	192,187,318,377
2007	217,461,663,192	14,885,684,962	232,347,348,154
2008	226,344,848,687	14,968,086,737	241,312,935,424
2009	226,983,531,614	15,516,080,309	242,499,611,923
2010	204,047,166,164	14,502,191,112	218,549,357,276
2011	185,755,271,151	14,767,968,334	200,523,239,485
2012	192,062,068,734	15,265,499,862	207,327,568,596
2013	198,178,754,789	16,053,881,534	214,232,636,323
2014	205,045,008,994	16,420,356,751	221,465,365,745
2015[2]	216,866,568,287	16,489,443,036	233,356,011,323

Source: Fairfax County Department of Tax Administration. All years included figures for the Public Service Corporation. All Public Service Corporation real property assessments are required under Virginia law to be made at 100% of estimated market value annually by the State Corporation Commission.
[1] Figures are net of exonerated assessments and tax relief for the elderly and disabled.
[2] FY Adopted Budget Plan estimate per Fairfax County Department of Management and Budget.

Tax Rates per $100 Assessed Value
(Fiscal Year)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Real Estate – Regular and Public Service	$1.00	$.89	$.89	$ .92	$1.04	$1.09	$1.07	$1.075	$1.085	$1.09
Personal Property – Regular	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Public Service	1.00	.89	.89	.92	1.04	1.09	1.07	1.075	1.085	1.085
Personal Property – Machinery and Tools	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Development	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57	4.57
Personal Property – Mobile Homes	1.00	.89	.89	.92	1.04	1.09	1.07	1.075	1.085	1.09
Personal Property – Special[1]	.01	.01	.01	.01	.01	.01	.01	.01	.01	.01

Source: Fairfax County Adopted Budgets, FY 2005-FY 2015
[1] Includes vehicles specially equipped for the handicapped, privately owned vans used for van pools, vehicles belonging to volunteer fire and rescue squad members, vehicles owned by auxiliary police and reserve deputy sheriffs, certain property of homeowners associations, antique cars, aircraft, including flight simulators, and motor vehicles owned by qualified elderly or disabled individuals, and boats.

Commercial-Industrial Percentage of the Total Assessed Value of Real Property[1]

Fiscal Year[2]	Percent (%)[3]
2006	17.36
2007	17.22
2008	19.23
2009	21.06
2010	22.67
2011	19.70
2012	19.64
2013	20.77
2014	19.96
2015	19.01

Source: Fairfax County Department of Tax Administration
[1] Assessed values are reported by State of Virginia Land Use Codes. Vacant land is defined according to zoning classification.
[2] Fiscal year property taxes are levied on prior year assessments.
[3] Includes the Towns of Vienna, Herndon and Clifton.

The following data show the assessed value of real property of the 25 largest holders of real property in the County (as of January 1, 2014).

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Top 25
Holders of Real Property in Fairfax County
As of January 1, 2014

Rank	Property Owner	Property Type	Total Assessment[1]
1	Tysons Corner Property Holdings LLC	Tysons Corner Regional Shopping Mall	$1,295,238,660
2	Fairfax Company Of Virginia LLC	Fair Oaks Mall	403,630,310
3	Cesc Skyline LLC	Commercial & Industrial	343,114,760
4	Camden Summit Partnership LP	Apartments	336,172,190
5	Federal Home Loan Mortgage Corp.	Office and Residential	331,851,560
6	Washington Gas Light Co	Public Utility	302,803,787
7	Sri Seven Fair Lakes LLC	Commercial & Industrial	252,124,340
8	Reston Town Center Property LLC	Commercial & Retail	249,389,560
9	Ps Business Parks LP	Industrial Parks	248,863,520
10	Patriot Village Owner	Apartments	241,747,820
11	Homart Newco One Inc	Commercial & Industrial	235,017,410
12	South Office Market LLC	Office	222,125,960
13	Writ LP	Office, Apartments, Industrial, and Shopping Centers	218,227,900
14	Aimco Riverside Park LLC	Apartments	215,936,300
15	Home Properties Mount Vernon LLC	Apartments and Office	213,670,510
16	Capital One Bank	Office	196,585,130
17	Mobil Fairfax Inc	HQ Office and Various Commercial	192,964,470
18	Mitre Corporation	Office	189,845,830
19	Gannett Co Inc	Office	184,413,120
20	Eqr-Skyline Towers LLC	Apartments and Office	179,418,760
21	Fairfax Owner LLC	Office	173,018,150
22	Metropark 2345 LLC	Office	172,652,220
23	Franconia Two LP	Office	165,990,870
24	Brandywine Acquisition Partners LP	Office	165,235,820
25	Springfield Station LLC	Office	160,187,230
		Total	**$6,890,226,187**

Source: Fairfax County Department of Tax Administration, January 1, 2014, tax rolls

[1] As of January 1, 2014, the assessed value of the real property of the 25 largest holders of real property in the County represented 3.39% of the total assessed value of all real property in Fairfax County, excluding tax-exempt properties. January 1, 2014, assessments generate tax revenue in FY 2014.

Real and Personal Property
Tax Levies and Tax Collections

Fiscal Year	Total Levy[1]	Current Collections[2]	% of Total Levy Collected[3]	Collection of Delinquent Taxes	Total Current & Delinquent Taxes	% of Total Levy & Delinquent Taxes
2006	$2,270,001,560	$2,253,875,705	99.29%	$27,523,583	$2,281,399,288	100.50%
2007	2,445,217,224	2,436,800,582	99.66%	25,358,430	2,462,159,012	100.69%
2008	2,526,532,291	2,517,345,644	99.64%	22,348,830	2,539,694,474	100.52%
2009	2,616,413,372	2,597,768,048	99.29%	23,406,200	2,621,174,248	100.18%
2010	2,617,630,834	2,611,825,961	99.78%	21,900,682	2,633,726,643	100.61%
2011	2,529,322,489	2,519,767,097	99.62%	22,696,208	2,542,463,305	100.52%
2012	2,578,579,112	2,563,131,721	99.40%	22,034,282	2,585,166,003	100.26%
2013	2,685,186,192	2,679,668,935	99.79%	18,659,978	2,698,328,913	100.49%
2014	2,789,010,004	2,776,199,493	99.54%	21,735,390	2,797,934,883	100.32%
2015	2,934,520,721	2,919,651,406	99.49%	19,221,607	2,938,873,013[4]	100.15%

Sources: Fairfax County Department of Management and Budget and Department of Tax Administration
[1] The total levy is the levy for General Fund real and personal property taxes and does not include the property tax levy for Special Revenue Funds, *e.g.* for refuse collection and community centers.
[2] Current collections do not include tax collections for the Special Revenue Funds or payments in lieu of taxes. As a result of revised accounting procedures, the collection of penalty and interest payments for late payments of current taxes is included in the collection of current taxes rather than under the collection of back taxes.
[3] The percentage of levy is not the collection rate since current collections also include penalty and interest payments for late payments of current taxes.
[4] FY 2015 Adopted Budget per Fairfax County Department of Management and Budget and Department of Tax Administration.

Section 58.1-3916 of the Code of Virginia authorizes Fairfax County, pursuant to Section 4-10-1 of the County Code, to impose a penalty of 10% for failure to pay taxes when due, with interest to be due on such taxes and penalty following the day such taxes are due at the rate of 10% per annum the first year and at the greater of 10% per annum and the rate established pursuant to Section 6621 of the Internal Revenue Code for the second and subsequent years of delinquency.

FINANCIAL INFORMATION

[Five Year Summary of Revenues, Expenditures and Fund Balances for General, Special Revenue and Debt Service Funds – update]

The financial data shown in the following table represent a summary for the five fiscal years ended June 30, 2013, of the revenues, expenditures, and fund balances accounted for in the County's General Fund, Special Revenue Funds, and Debt Service Funds, and, in accordance with Statement No. 14 of the Governmental Accounting Standards Board, in the comparable, primary government-appropriated funds of the discretely reported component units. The summaries for the five fiscal years ended June 30, 2013, have been compiled from the financial statements of the County for the respective years and should be read in conjunction with the related financial statements and notes thereto.

	Fiscal Years Ended June 30,				
	2009	2010	2011	2012	2013
Revenues:					
Taxes[1]	$2,843,368,005	$2,889,531,062	$2,848,580,425	$2,898,255,803	$3,026,313,822
Permits, privilege fees, and regulatory licenses	41,148,793	47,681,442	55,402,463	59,935,796	62,411,104
Fines and forfeitures	16,507,756	15,065,700	16,645,115	17,230,369	16,842,952
Revenue from the use of money and property	61,527,372	38,959,091	37,124,786	35,234,063	36,081,802
Charges for services and recovered costs	485,293,893	411,214,184	428,046,963	441,423,501	449,653,765
Intergovernmental	1,014,053,353	1,042,227,100	1,106,149,358	1,113,147,729	1,226,117,736
Miscellaneous	12,010,402	11,687,915	11,248,827	13,780,036	12,797,703
Total revenues	$4,473,909,574	$4,456,366,494	$4,503,197,937	$4,579,007,297	$4,830,218,884
Expenditures and transfers:					
General governmental administration	$ 147,666,875	$ 141,269,734	$ 165,348,601	$ 178,269,343	$ 179,785,573
Judicial administration	43,241,720	37,838,681	49,781,817	49,461,933	45,919,569
Public safety	581,163,408	575,374,119	573,438,199	595,235,346	642,126,633
Public works	199,877,925	203,795,365	205,652,599	210,031,358	214,679,613
Health and welfare	488,089,767	487,497,996	540,186,138	555,316,485	540,103,616
Parks, recreation and cultural	110,841,317	98,359,159	80,116,456	84,076,869	83,966,114
Community development	197,475,489	210,638,852	364,724,482	408,614,331	365,399,785
Education[2]	2,263,603,776	2,196,207,759	2,213,823,884	2,324,927,087	2,497,492,021
Debt service	301,160,663	301,280,384	320,697,058	330,670,748	343,425,315
Net transfers to other funds[3]	(2,863,061)	22,318,350	23,347,426	69,324,474	39,320,313
Total expenditures and transfers	$4,330,257,879	$4,274,580,399	$4,537,116,660	$4,805,927,974	$4,952,218,552
Excess (deficiency) of revenues over expenditures and transfers	$143,651,695	$181,786,095	($33,918,723)	(226,920,677)	(121,999,668)
Other Financing Sources:					
Revenue bonds issued			266,704,702	107,645,374	48,709,053
Fund balance, beginning of year[4]	719,469,009	863,218,017	1,016,824,844	1,257,018,819	1,167,930,245
Adjustment of fund balance, beginning of year	-	10,538,045	37,439,914	30,031,918	-
Increase (decrease) in reserve for inventories of supplies	97,313	(1,277,399)	-	154,811	(95,516)
Fund balance, end of year	$ 863,218,017	$1,043,726,713	$1,287,050,737	$1,167,930,245	$1,094,544,114

Source: Fairfax County Comprehensive Annual Financial Reports for the fiscal years ended June 30, 2009-2013.

[1] Taxes include real estate, personal property, sales, recordation, business, professional, and other licenses and miscellaneous other taxes.

[2] Teachers' salaries accounted for in the School Operating Fund are paid by contract over a twelve-month period ending in August. Consequently, in order to reflect the total teachers' salaries in the fiscal year the services are rendered, an accrual is made at the end of each fiscal year for the payroll liability arising from those teachers' salaries to be paid in the first two months of the succeeding fiscal year.

[3] The inter-fund transfers among the funds presented have been eliminated.

[4] Fund balance includes amounts reserved for inventories of supplies. Beginning in FY 2011, inventories of supplies were reported as an increase or decrease in fund balance only if the inventories deemed significant in relation to the total fund balance.

Financial Policies

The Board of Supervisors has been guided by long-standing financial policies and guidelines in the conduct of financial management. The governing statement of financial policy is contained within the Ten Principles of Sound Financial Management ("Ten Principles"). Adopted by the Board of Supervisors in 1975 and amended as needed to address changing economic conditions and management practices, the Ten Principles have been reaffirmed and have guided each succeeding Board of Supervisors to establish strong fiscal management tools and practices. The Ten Principles provide for the integration of land use planning with capital and operating budgets; establish guidelines for the development of annual balanced budgets; stress the importance of maintaining positive cash balances; establish firm not to exceed limits to debt ratios; provide guidance on cash management, internal controls, and performance measurement; provide guidelines restricting the proliferation of underlying debt and use of moral obligation financing; and encourage the development of a diversified economy within the County.

Other policies and tools that have been designed to enhance the impact of the Ten Principles include annual adoption of budgetary guidelines, formal establishment of various expenditure, revenue, and special purpose reserves, capital improvement planning guidelines, policies for risk management, guidelines for acceptance of grant awards, and planning for information technology. Various tools in active use by the County include the annual budget, the Capital Improvement Program, revenue and financial forecasts, and management initiatives such as a performance measurement program, a pay-for-performance management system, workforce planning, and various information technology initiatives.

Certain Financial Procedures

Description of Funds

The County's annual audited financial statements include the funds administered by the Board of Supervisors and the School Board. The accounts of the County are organized on the basis of funds, each of which is considered to be a separate accounting entity. The transactions in each fund are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues, and expenditures.

Annual Financial Statements

The County has no legal authority to borrow in anticipation of future years' revenues, except by the issuance of bonds or bond anticipation notes.

Prior to the beginning of each fiscal year, the Board of Supervisors adopts a budget plan consisting of contemplated expenditures and estimated revenues for such fiscal year. On the basis of the adopted budget plan, the Board of Supervisors appropriates funds for the expenditures, and establishes tax rates sufficient to produce the revenues, contemplated in the budget plan.

The annual budgeting process for a fiscal year begins in the first quarter of the previous fiscal year with the submission by agency directors of budget requests to the Department of Management and Budget. During the second quarter, budget requests are reviewed and meetings between the County Executive, Deputy County Executives, and agency directors are held to discuss agency requests. Upon receipt of the preliminary budget of the School Board in the third quarter, the County Executive prepares an initial budget for submission to the Board of Supervisors and proposes tax rates sufficient to produce revenues needed to meet expenditures contemplated in the initial budget. After work sessions with the Board of Supervisors and public hearings on the proposed budget, changes are made and the final budget is adopted. Tax rates are established prior to the beginning of the fiscal year for which the budget is prepared.

During the fiscal year, quarterly reviews of revenue and expenditures are undertaken by the County Department of Management and Budget. On the basis of these reviews, the Board of Supervisors revises appropriations as needed or desired.

In 1982, the Board of Supervisors adopted a financial policy requiring maintenance of a "managed reserve" in the General Fund beginning on July 1, 1982, at a level not less than 2% of General Fund disbursements. This reserve has been incorporated in the budget each fiscal year. This reserve was implemented to provide for temporary financing of unforeseen needs of an emergency nature and to permit orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. In 1985, the Board of Supervisors adopted a policy on appropriations during quarterly budget reviews, which provides that non-recurring revenues should be used for either capital expenditures or other non-recurring expenditures and that quarterly review adjustments are not to exceed

2% of the General Fund disbursements. In addition, on September 13, 1999, the Board of Supervisors established a Revenue Stabilization Fund with a goal of reaching 3% of General Fund disbursements. As of the FY 2006 Third Quarter Review, the Revenue Stabilization Fund was fully funded at 3% of General Fund disbursements. This reserve continues to be fully funded and currently totals $102.8 million. This reserve is designed to address ongoing requirements in years of significant economic downturn. Criteria for withdrawals from the Revenue Stabilization Fund include (1) projected revenues must reflect a decrease of greater than 1.5% from the current fiscal year estimate, (2) withdrawals must not exceed one-half of the fund balance in any fiscal year, and (3) withdrawals must be used in combination with spending cuts or other measures.

Investment Management Policy

The County's Division of Investments and Cash Management operates under the direction of the Investment Committee comprised of the Chief Financial Officer/Director of the Department of Management and Budget, the Director of the Department of Finance, the Director of the Department of Tax Administration, and the Deputy Director of the Department of Finance. Guided by a formal investment policy, the Committee continually reviews the County's investment policies and strategies and monitors daily investment activity.

During FY 2013, the County's average portfolio size (which includes investments in the General Fund, Special Revenue Funds, and Enterprise Funds) was approximately $2.85 billion. The funds are invested in U.S. Treasury obligations, obligations of the Federal Home Loan Mortgage Corporation, Federal Home Loan Banks, Federal Farm Credit Bank, and Fannie Mae, bankers' acceptances, commercial paper (rated A1/P1 or higher), negotiable and non-negotiable and insured certificates of deposit, money market mutual funds limited to government obligations, corporate notes, bank notes, and other investments permitted under Virginia law for these purposes.

The County's investment policy, which governs the pooled cash, and general obligation bond proceeds, portfolios prohibits investment in instruments generally referred to as derivatives, and the County does not employ leverage in its investments.

The Association of Public Treasurers of the United States and Canada has awarded the County a certification for its investment policy each year since 1998. To achieve certification, an investment policy must establish standards recognized in the profession as fostering prudent management of public funds.

General Fund Revenues, Expenditures, Transfers and Beginning Fund Balance

The General Fund is maintained by the County to account for revenue derived from Countywide ad valorem taxes, other local taxes, licenses, fees, permits, charges for services, certain revenue from federal and State governments, and interest earned on invested cash balances of the General Fund and Capital Project Funds. General Fund expenditures and transfers include the costs of general County government, transfers to the School Operating Fund to pay the local share of operating Fairfax County public schools, and transfers to the Debt Service and Capital Projects Funds to pay debt service on County general obligation bonds and for certain capital improvement projects.

General Fund Summary

Shown below are the County's revenues, expenditures, transfers, and beginning fund balance of the General Fund for FY 2009 through FY 2013.

General Fund Revenues, Transfers, and Beginning Fund Balance
(in thousands)

	Fiscal Year Ended June 30				
	2009	2010	2011	2012	2013
General Property Taxes	$2,364,260	$2,412,143	$2,321,809	$2,364,202	$2,477,040
Other Local Taxes	460,417	460,147	505,518	517,376	530,960
Permits, Privilege Fees, and Regulatory Licenses	24,494	28,666	34,267	36,844	38,201
Fines and Forfeitures	16,477	14,943	16,563	17,147	16,792
Revenue from the Use of Money and Property	42,554	22,641	19,988	19,624	18,555
Charges for Services and Recovered Costs	70,237	68,916	64,103	66,804	76,242
Intergovernmental	355,798	343,997	348,640	347,751	339,758
Miscellaneous	826	673	13,932	13,497	1,305
Transfers In and Beginning Fund Balance	297,758	306,064	396,482	388,970	363,702
Total	$3,632,821	$3,658,190	$3,721,302	$3,772,215	$3,862,555

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2009-FY 2013

General Fund Expenditures and Transfers
(in thousands)

	Fiscal Year Ended June 30				
	2009	2010	2011	2012	2013
Transfer to School Operating Fund	$1,626,601	$1,626,601	$1,611,590	$1,610,835	$1,683,322
Costs of General County Government	1,354,845	1,304,385	1,372,007	1,444,498	1,474,374
Transfer to Debt Service Funds	267,801	274,700	281,869	276,520	281,610
Transfer to Capital Project Funds	21,907	20,895	15,908	19,627	17,055
Transfer to Metro Construction and Operations Fund	7,510	7,410	7,410	11,298	11,298
Other Transfers	74,974	58,744	56,119	55,766	65,628
Total	$3,353,638	$3,292,735	$3,344,903	$3,418,544	$3,533,287

Source: Fairfax County Comprehensive Annual Financial Reports for FY 2009-FY 2013

Revenues

The following is a discussion of the General Fund revenue structure.

General Property Taxes – An annual ad valorem tax is levied by the County on the assessed value of real and tangible personal property located within the County as of January 1 preceding the fiscal year in which such tax is due. The personal property tax on motor vehicles that acquire situs within the County or have title transferred on or after January 2 is prorated on a monthly basis. Real property and personal property are assessed at 100% of fair market value. Real property taxes are due on July 28 and December 5 of the fiscal year in which they are levied. The payment date for personal property taxes is October 5. The penalty for late payment is 10% of the amount due, and interest on delinquent taxes and

penalties accrues at a rate of 1% per annum for real estate taxes and 5% per annum for personal property taxes. In cases of property on which delinquent taxes are not paid within three years, the County may sell the property at public auction to pay the amounts due. There is no legal limit at the present time on the property tax rates that may be established by the County. Property taxes (including delinquent payments, penalties, and interest) accounted for 70.8% of total General Fund revenues in FY 2013. However, this percentage does not include the reimbursement from the Commonwealth of Virginia for a portion of the personal property tax. Including the reimbursement reflected in Intergovernmental revenue, the percentage of revenue from property taxes in FY 2013 79.5%. A discussion concerning the Commonwealth's plan to reduce personal property taxes follows.

During its 1998 Special Session, the General Assembly of Virginia enacted legislation to reduce personal property taxes applicable to individually owned motor vehicles. The reduction, which applies to the first $20,000 in assessed value, was scheduled to be phased in over a five year period. The legislation states that the Commonwealth will reimburse local governments for the revenue lost from the reduction in personal property tax collections. In fiscal years subsequent to the legislation personal property taxes paid by citizens steadily reduced until such reduction equaled 70% in 2002. Due to Commonwealth budget constraints, the 2003 Virginia General Assembly temporarily froze the tax reduction at 70%. The 2005 General Assembly revised this measure further to limit its tax relief payments to all localities to a total of $950 million per tax year beginning with 2006 (fiscal year 2007). The County's fixed share of the $950 million is $211,313,944, as determined by its share of the total payments made to all localities by the Commonwealth during calendar years 2004 and 2005 for tax year 2004 (fiscal year 2005). The County's total personal property tax collections for FY 2013 were $564.9 million, comprised of $353.6 million paid by taxpayers and $211.3 million reimbursed by the Commonwealth of Virginia.

Other Local Taxes – The County levies various other local taxes, including a 1% local sales tax (collected by the Commonwealth and remitted to the County), a tax on consumer utility bills based on consumption for gas and electric services and a 5% communications sales tax which is imposed on the charge for or sale of communications services. Also included in this category is a cigarette tax of $0.30 per pack, property recordation taxes, an automobile license tax, and various businesses, professional, and occupational licenses taxes. These taxes accounted for 15.2% of total General Fund revenues in FY 2013.

Permits, Privilege Fees, and Regulatory Licenses – The County requires that licenses or permits be obtained in order to perform certain activities in the County and that fees be paid for services provided by certain County departments. These revenues represented 1.1% of total General Fund revenues for FY 2013.

Fines and Forfeitures – The sources of revenue in this category include court fines and penalties from the Circuit Court and the General District Court and court fines, costs from the Juvenile and Domestic Relations District Court and fines for traffic violations, misdemeanors, and felonies. In addition, the County receives revenues from parking violations as authorized under the County Code. Revenues in this category represented 0.5% of General Fund revenues in FY 2013.

Revenue from the Use of Money and Property – The principal sources of revenue to the General Fund from the use of money and property are interest on General Fund and Capital Project Fund investments and minor amounts of revenue from the sale and lease of County equipment and property. These revenues represented 0.5% of General Fund revenues in FY 2013.

Charges for Services and Recovered Costs – The principal sources of revenue to the General Fund from charges for services are County Clerk fees, school age child care fees, recreation fees, publication sales and various other services for which the County charges a fee. Revenues in this category represented 2.2% of General Fund revenues in FY 2013.

Intergovernmental Revenue – Intergovernmental revenue is comprised of revenue from the Commonwealth and revenue from the federal government. Revenues in this category represented 10.3% of General Fund revenues in FY 2013. This percentage includes the revenue that the County receives from the Commonwealth as reimbursement for the County's personal property tax. Each revenue source within intergovernmental revenue is discussed below.

Revenue from the Commonwealth – The County is reimbursed by the Commonwealth of Virginia for a portion of shared expenses, including certain expenditures for social services, the sheriff's office, courts, the Office of the Commonwealth Attorney, and other constitutional offices. Additionally, the County receives a share of the net profits from the State Alcoholic Beverage Control Board's liquor sales and state contributions to assist in meeting law enforcement expenditures. As mentioned in the section concerning General Property Taxes, the Commonwealth also reimburses the County for a portion of its personal property tax on vehicles. Including the reimbursement for the County's personal property tax, revenues from this category represented 9.7% of total General Fund revenues in the fiscal year ended June 30, 2013. Excluding this reimbursement, revenue from this category represented 3.6% of General Fund revenue in FY 2013. The County receives a significant amount of additional State aid in support of public school operations. These revenues are credited directly to the School Operating and School Lunch Funds, however, and are not reflected in the General Fund.

Revenue from the Federal Government – The principal sources of categorical federal aid to the General Fund are federal grant money supporting human service programs such as supplemental nutrition, temporary assistance for needy families, foster care, adoption assistance, and medical assistance for clients of the Department of Family Services. This revenue category represented 0.9% of General Fund revenues in FY 2013.

Miscellaneous Revenues – The sources of revenue in this category include the sale of land and buildings, contract rebates, and other miscellaneous sources. These revenue sources accounted for less than 0.1% of General Fund revenue in FY 2013.

Expenditures and Transfers

The following is a discussion of the major classifications of General Fund expenditures and transfers.

Transfer to School Operating Fund – The County transfers money from the General Fund to the School Operating Fund to pay the County's share of the costs of operating public schools in Fairfax County. This transfer represented approximately 47.6% of total disbursements from the General Fund in the fiscal year ended June 30, 2013. The transfer to the School Operating Fund was approximately 71.9% of total receipts of the School Operating Fund. Other revenues credited directly to the School Operating and School Lunch Funds include revenue from the Federal Government, the Commonwealth of Virginia, the City of Fairfax (representing tuition of students residing in the City of Fairfax who attend Fairfax County schools), and other revenue derived locally from sale of textbooks, school lunches, etc.

Costs of General County Government – The County pays the costs of general County government from the General Fund. These costs include expenditures for general government administration, judicial administration, public safety, public works, health and welfare, parks, recreational and cultural programs, and community development. This classification was approximately 41.7% of total General Fund disbursements in FY 2013.

Transfer to Debt Service Fund – The County transfers from the General Fund to the Debt Service Fund amounts sufficient to pay principal and interest on outstanding County and School debt including

general obligation bonds and EDA and FCRHA revenue bonds. Transfers to the Debt Service Fund represented 8.0% of total General Fund disbursements in FY 2013. Effective FY 2006, Fairfax County Public Schools (FCPS) transfers from its operating fund to the County's Debt Service Fund an amount sufficient to pay principal and interest on the outstanding School Board Building Bonds and the applicable portion of the 2014A County Facilities Projects Bonds.

Transfer to Capital Project Funds – The County transfers money from the General Fund to the Capital Project Funds to pay the cost of certain capital improvements. The General Fund transfer to the Capital Project Funds (except for the General Fund transfer for Fairfax County's obligations to WMATA, which is discussed below) represented 0.5% of total General Fund disbursements in FY 2013.

Transfer to Metro Construction and Operations Fund – The County is a member jurisdiction of WMATA and as such has agreed to make certain capital contributions in support of the construction by WMATA of a rail transit system to serve the Washington metropolitan area (which includes the County) and to pay a portion of the deficit incurred by WMATA in the operation of its bus system and rail system. The County generally has used bond proceeds to fund its capital contributions to WMATA and has transferred money from the General Fund to pay its share of the bus and rail operating subsidies. The General Fund transfer to the Metro Construction and Operations Fund to pay the County's share of the system's operating subsidies represented 0.3% of total General Fund disbursements in FY 2013. See the subsection herein entitled "GOVERNMENT SERVICES – Transportation" for a more complete discussion of the County's obligations with respect to WMATA.

Other Funds – The County transfers money from the General Fund to other funds for a variety of purposes. The General Fund transfer to other funds includes transfers to the County Transit Systems, Information Technology, Aging Grants and Programs, Community-Based Funding Pool, Housing Programs for the Elderly, Health Benefits Trust, and Equipment Management and Transportation Agency. Transfers to other funds were 1.9% of total General Fund disbursements in FY 2013.

Transfer to Revenue Stabilization Fund – Beginning in FY 2000, the County began setting aside money in the General Fund for a Revenue Stabilization Fund to address significant revenue reductions during severe, prolonged economic downturns. The Revenue Stabilization Fund represented 32.7% of the total fund balance in the General Fund as of June 30, 2013.

[FY 2015 Budget

On April 29, 2014, the Fairfax County Board of Supervisors approved the Fiscal Year 2015 Adopted Budget. The FY 2015 budget is based on General Fund Revenue increase of 4.2% over the FY 2014 Adopted Budget Plan. General Fund Disbursements total $3.72 billion, an increase of $129.9 million or 3.62% from the FY 2014 Adopted Budget Plan. The budget includes a real estate tax rate of $1.09 per $100 of assessed value, which is a half cent increase from the rate of $1.085 per $100 of assessed value as part of the FY 2014 Adopted Budget Plan. The total County transfer to support School Operating and Debt Service is $1.95 billion or 52.4% of total County disbursements. Updated projections in September 2014 provide for the FY 2015 budget to remain in balance.]

[FY 2016 Budget

As of September 2014, the County projects a $71.4 million shortfall in FY 2016, or approximately 2% of the FY 2015 Adopted Budget Plan. The FY 2016 Budget projection contemplates expenses for additional compensation adjustments of County employees and takes into consideration updated revenue data received to date. The FY 2016 Budget also assumes no change from the FY 2015 Adopted Budget Plan's real estate tax rate of $1.09 per $100 of assessed value, a 3% increase in the

transfer to schools, and an increase in the Pension Corridor Funding from 93% to 95%. The County Executive's budget is expected to be presented to the Board of Supervisors in February 2015.]

CAPITAL IMPROVEMENT PROGRAM

In connection with the County's adopted comprehensive land use plan, the Fairfax County Planning Commission annually prepares and submits to the Board of Supervisors a capital improvement program ("CIP") for the ensuing five-year period. The CIP is designed to balance the need for public facilities as expressed by the County's land use plan with the fiscal capability of the County to provide for those needs.

The CIP is an integral element of the County's budgeting process. The five-year document serves as a general planning guide for the construction of general purpose, school and public utility projects in the County. The CIP is updated and approved by the Board of Supervisors each year. This annual review process prompts careful attention to the development of reliable capital expenditure and revenue estimates and the timely scheduling of bond referenda.

In connection with the CIP process, the Board of Supervisors has adopted certain policy guidelines for the development and financing of the CIP. These guidelines include self-imposed restrictions on the issuance of general obligation bonds designed to keep General Fund supported debt service expenditures less than 10% of total Combined General Fund disbursements, and to maintain the ratio of bonded indebtedness to the market value of taxable property in the County at a level less than 3.0%.

The Board of Supervisors continues to review the County's debt program in light of current fiscal conditions and capital needs. Currently, general obligation bond sales for new money projects are limited to an average of $275 million per year with a maximum limit of $300 million in a single year. The CIP for fiscal years 2015-2019 (along with estimates for fiscal years 2020 to 2034) was approved by the Board of Supervisors on April 30, 2013. The County program includes new construction, renovation and renewal of school facilities, parks, housing development, revitalization, storm water management, public safety and courts, libraries, human services, solid waste, sewers, and transportation. Significant capital construction activity from FY 2015-2024 totaling $7.89 billion is anticipated for the County, in addition to $1.0 billion in regional parks, and water supply projects which are undertaken within the County to benefit County residents, but is not managed or funded directly by the County. The total capital construction activity to be financed by the County totals $8.89 billion from FY 2015-2024.

RETIREMENT SYSTEMS

Fairfax County administers four separate public employee retirement systems that provide pension benefits for various classes of County employees: Fairfax County Employees' Retirement System (ERS), Fairfax County Police Officers Retirement System (PORS), Fairfax County Uniformed Retirement System (URS), and the Educational Employees' Supplemental Retirement System of Fairfax County (ERFC). In addition, professional employees of the Fairfax County Public Schools participate in a plan sponsored and administered by the Virginia Retirement System.

The Fairfax County retirement systems investments are managed by independent professional investment managers. Investments in derivatives are not made for speculative purposes but may be used by investment managers to gain access to markets, to reduce risk, or to reduce transaction costs.

As of July 1, 2012 (December 31, 2012, for the Educational Employees' Supplemental Retirement System), the date of the latest actuarial valuations, membership in the reporting entity's plans consisted of the following:

Description	Primary Government			Component Unit – Public Schools
	ERS	PORS	URS	ERFC
Retirees and beneficiaries receiving benefits	6,888	876	1,109	9,788
Terminated employees entitled to, but not yet receiving, benefits	1,542	33	44	3,099
DROP participants	629	73	119	n/a
Active employees	14,107	1,276	1,870	21,519
Total number of plan members	**23,166**	**2,258**	**3,142**	**34,406**

Source: Fairfax County Comprehensive Annual Financial Report for FY 2013

Fairfax County Employees' Retirement System (ERS)

Plan Description

The Fairfax County Employees' Retirement System (ERS) is a cost-sharing multiple-employer defined benefit pension plan. The plan covers full-time and certain part-time employees of the reporting entity who are not covered by other plans of the reporting entity or the Virginia Retirement System (VRS).

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement, an individual must meet the following criteria: (a) attain the age of 65 with five years of creditable service, or (b) attain the age of 50 with age plus years of creditable service being greater than or equal to 80. The normal retirement benefit is calculated using average final compensation (i.e., the highest 78 consecutive two week pay periods or the highest 36 consecutive monthly pay periods) and years (or partial years) of creditable service at date of termination. In addition, if normal retirement occurs before Social Security benefits are scheduled to begin, an additional monthly benefit is paid to retirees. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. The benefit for early retirement is actuarially reduced and payable at early termination.

Funding Policy

The contribution requirements of ERS members are established and may be amended by County ordinances. Members may elect to join Plan A or Plan B. Plan A requires member contributions of 4.0% of compensation up to the Social Security wage base and 5.33% of compensation in excess of the wage base. Plan B requires member contributions of 5.33% of compensation.

The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2013, was 18.49% of annual covered payroll. The Board of Supervisors decided to commit additional funding and adopted a rate of 19.05% for fiscal year 2013. In the event the ERS's funded ratio (the ratio of the actuarial value of assets to the actuarial accrued liability) exceeds 120% or falls below 90%, the contribution rate will be adjusted to bring the funded ratio back within these parameters.

Schedule of Fund Progress

Actuarial Valuation Date	Actuarial Value of Assets (000) (a)	Actuarial Accrued Liability (AAL) – Entry Age (000) (b)	Unfunded AAL (UAAL) (Funding Excess) (000) (b-a)	Funded Ratio (a/b)	Covered Payroll (000) (c)	UAAL (Funding Excess) as a Percentage of Covered Payroll ((b-a) / c)
7/1/2010	$2,636,052	$3,771,060	$1,135,008	69.90%	629,249	180.38%
7/1/2011	2,841,466	4,018,924	1,177,458	70.70	642,073	183.38
7/1/2012	3,053,412	4,264,175	1,210,763	71.61	642,639	188.40

Source: Fairfax County Comprehensive Annual Financial Report for FY 2013

Administration

There are ten members of the ERS Board of Trustees. Four members are appointed by the Board of Supervisors. Three members are elected representing the following groups: County employees, Schools employees, and retired employees. The Fairfax County Director of Human Resources and the Director of Finance serve as ex-officio members of the board, along with an appointee from the Schools.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Fairfax County Police Officers Retirement Systems (PORS)

Plan Description

The Fairfax County Police Officers Retirement System (PORS) is a legally separate single-employer defined benefit pension plan established under the Code of Virginia. The plan covers County police officers who are not covered by other plans of the reporting entity or the VRS and former Park Police officers who elected to transfer to the PORS from the Uniformed Retirement System effective January 22, 1983.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement, an individual must meet the following criteria: (a) if employed before July 1, 1981, attain the age of 55 or have completed 20 years of creditable service, or (b) if employed on or after July 1, 1981, attain the age of 55 or have completed 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and years (or partial years) of creditable service at date of termination. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. To be eligible for early retirement, the employee must have 20 years of creditable service (does not apply if hired before July 1, 1981). The benefit for early retirement is actuarially reduced and payable at early termination.

Funding Policy

The contribution requirements of PORS members are established and may be amended by County ordinances. Member contributions are based on 10.0% of compensation. The County contributes at a fixed rate as determined by an annual actuarial valuation, unless the PORS's funding ratio falls outside of a pre-determined range. Once outside the range, the rate is either increased or decreased to accelerate or decelerate the funding until the ratio falls back within the range. The range for the PORS is a minimum funding ratio of 90% and a maximum funding ratio of 120%. The actuarial rate for the year ended June 30, 2013, was 32.04% of annual covered payroll. The Board of Supervisors decided to commit additional funding and adopted a rate of 33.15% for fiscal year 2013.

Schedule of Fund Progress

Actuarial Valuation Date	Actuarial Value of Assets (000) (a)	Actuarial Accrued Liability (AAL) – Entry Age (000) (b)	Unfunded AAL (UAAL) (Funding Excess) (000) (b-a)	Funded Ratio (a/b)	Covered Payroll (000) (c)	UAAL (Funding Excess) as a Percentage of Covered Payroll ((b-a) / c)
7/1/2010	$899,543	$1,135,015	$235,472	79.25%	100,500	234.30%
7/1/2011	982,154	1,219,609	237,455	80.53	99,070	239.68
7/1/2012	1,035,444	1,286,841	251,397	80.46	101,121	248.61

Source: Fairfax County Comprehensive Annual Financial Report for FY 2013

Administration

There are seven members of the PORS Board of Trustees. Three members are appointed by the Board of Supervisors. Two members are active employee elected representatives, and one member is a retiree elected representative. The Fairfax County Director of Finance serves as an ex-officio member of the board.

Professional Services

Independent auditor, actuary and investment consultants are hired to provide service to the fund.

Fairfax County Uniformed Retirement System (URS)

Plan Description

The Fairfax County Uniformed Retirement System (URS) is a single-employer defined benefit pension plan. The plan covers uniformed employees including non-clerical employees of the Fire and Rescue Department and Office of Sheriff, Park Police, Helicopter Pilots, Animal Wardens and Game Wardens who are not covered by other plans of the reporting entity or the VRS.

Benefit provisions are established and may be amended by County ordinances. All benefits vest at five years of creditable service. To be eligible for normal retirement an individual must meet the following criteria: (a) attain the age of 55 with six years of creditable service, or (b) complete 25 years of creditable service. The normal retirement benefit is calculated using average final compensation and

years (or partial years) of creditable service at date of termination. Annual cost-of-living adjustments are provided to retirees and beneficiaries equal to the lesser of 4.0% and the percentage increase in the Consumer Price Index for the Washington-Baltimore Metropolitan Statistical Area. The plan provides that unused sick leave credit may be used in the calculation of average final compensation by projecting the final salary during the unused sick leave period. To be eligible for early retirement, employees must have 20 years of creditable service. The benefit for early retirement is actuarially reduced and payable at early termination.

Funding Policy

The contribution requirements of URS members are established and may be amended by County ordinances. Plan A members were given the opportunity to enroll in Plan B as of July 1, 1981 and to enroll in Plan C as of April 1, 1997. From July 1, 1981 through March 31, 1997, all new hires were enrolled in Plan B. Plan B members were given the opportunity to enroll in Plan D as of April 1, 1997. From April 1, 1997 forward all new hires are enrolled in Plan D. Plan A requires member contributions of 4.0% of compensation up to the Social Security wage base and 5.75% of compensation in excess of the wage base. Plan B requires member contributions of 7.08% of compensation up to the Social Security wage base and 8.83% of compensation in excess of the wage base. Plan C requires member contributions of 4.0% of compensation. Plan D requires contributions of 7.08% of compensation.

The County contributes at a fixed rate as determined by an annual actuarial valuation, unless the URS's funding ratio falls outside of a pre-determined range. Once outside the range, the rate is either increased or decreased to accelerate or decelerate the funding until the ratio falls back within the range. The range for the URS is a minimum funding ratio of 90% and a maximum funding ratio of 120%. The County is required to contribute at an actuarially determined rate; the rate for the year ended June 30, 2013, was determined actuarially to be 34.04% of annual covered payroll. The Board of Supervisors decided to commit additional funding and adopted a rate of 35.00% for fiscal year 2013.

Schedule of Fund Progress

Actuarial Valuation Date	Actuarial Value of Assets (000) (a)	Actuarial Accrued Liability (AAL) – Entry Age (000) (b)	Unfunded AAL (UAAL) (Funding Excess) (000) (b-a)	Funded Ratio (a/b)	Covered Payroll (000) (c)	UAAL (Funding Excess) as a Percentage of Covered Payroll ((b-a) / c)
7/1/2010	$1,095,080	$1,427,617	$332,537	76.71%	146,777	226.56%
7/1/2011	1,185,594	1,526,218	340,624	77.68	147,326	231.20
7/1/2012	1,247,526	1,613,654	366,128	77.31	148,236	246.99

Source: Fairfax County Comprehensive Annual Financial Report for FY 2013

Administration

There are eight members of the URS Board of Trustees. Three members are appointed by the Board of Supervisors. Three members are employee elected representatives comprised of two members from the Fire and Rescue Department, and one member from the Sheriff's Department. The Fairfax County Director of Finance and Director of Human Resources serve as ex-officio members of the board.

Professional Services

An independent auditor and actuary are hired to provide service to the fund.

Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)

Plan Description

The Educational Employees' Supplementary Retirement System of Fairfax County (ERFC) is a legally separate single-employer retirement system established under the Code of Virginia. The ERFC covers all full-time educational and civil service employees who are employed by the Fairfax County Public Schools and who are not covered by other plans of the reporting entity. The ERFC contains two plans, ERFC and ERFC 2001. ERFC is the original defined benefit plan effective July 1, 1973, and remains in effect, although closed to new members. Effective July 1, 2001, all new-hire fulltime educational and civil service employees are enrolled in the ERFC 2001 plan.

The ERFC and ERFC 2001 plans provide retirement, disability, and death benefits to plan members and their beneficiaries. Annual post-retirement increases of 3.0% are effective each March 31. All benefits vest after five years of creditable service. Benefit provisions are established and may be amended by the School Board. The ERFC plan supplements the Virginia Retirement System plan. The benefit structure is designed to provide a level retirement benefit through a combined ERFC/VRS benefit structure. The ERFC 2001 plan has a stand-alone structure. Member contributions for the ERFC and ERFC 2001 plans are made through an arrangement which results in a deferral of taxes on the contributions.

The ERFC and ERFC 2001 plans provide for a variety of benefit payment types. Minimum eligibility conditions for receipt of full benefits for ERFC members are either attaining the age of 55 with 25 years of creditable service or completing five years of creditable service at age 65. Minimum eligibility conditions for receipt of full benefits for ERFC 2001 members are either completing five years of creditable service prior to age 60 or any age with 30 years of creditable service.

Funding Policy

The contribution requirements for ERFC and ERFC 2001 members are established and may be amended by the ERFC Board of Trustees with the approval of the School Board. All members are required to contribute 4.0% of their covered salaries. The employer is required to contribute at an actuarially determined rate. For fiscal year 2013, the School Board was required to contribute 5.34% of annual covered payroll for educational employees and civil service employees.

Schedule of Fund Progress

Actuarial Valuation Date	Actuarial Value of Assets (000) (a)	Actuarial Accrued Liability (AAL) – Entry Age (000) (b)	Unfunded AAL (UAAL) (Funding Excess) (000) (b-a)	Funded Ratio (a/b)	Covered Payroll (000) (c)	UAAL (Funding Excess) as a Percentage of Covered Payroll ((b-a) / c)
12/31/2010	$1,822,603	$2,384,061	$561,458	76.45	$1,191,290	47.13%
12/31/2011	1,866,952	2,470,964	604,012	75.56	1,246,973	48.44
12/31/2012	1,935,292	2,566,128	630,836	75.42	1,297,537	48.62

Source: Fairfax County Comprehensive Annual Financial Report for FY 2013

Administration

The Board is composed of seven members: three are appointed by the School Board, and three are elected by active ERFC members. The six combined Board members recommend someone who is not affiliated with FCPS for the seventh position, which is subject to approval by the School Board.

Virginia Retirement Systems (VRS)

Plan Description

Fairfax County Public Schools contributes to the Virginia Retirement System (VRS) on behalf of covered professional FCPS employees. VRS is a cost-sharing multiple-employer public employee defined benefit pension plan administered by the Commonwealth of Virginia for its political subdivisions. All full-time, salaried, permanent employees of participating employers must participate in the VRS. In accordance with the requirements established by State statute, the VRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries.

Funding Policy

Plan members are required by State statute to contribute 5.0% of their annual covered salary to the VRS. If a plan member leaves covered employment, the accumulated contributions plus interest earned may be refunded. In accordance with State statute, FCPS is required to contribute at an actuarially determined rate or a rate approved by the General Assembly. In fiscal year 2013, the General Assembly adopted a higher VRS employer contribution rate of 11.66% compared to the prior year rate of 6.33%. In fiscal years 2011 and 2012, the General Assembly approved significantly lower VRS rates in order to mitigate state budget cuts to localities. By doing so, Virginia school districts are essentially deferring a portion of the recommended employer contributions in those years. FCPS will have to repay these deferred contributions beginning in fiscal year 2013. The School Board committed $16.9 million of June 30, 2013, fund balance toward this purpose. In addition, the General Assembly approved an employer rate increase from 0.6% in fiscal year 2012 to 1.11% in fiscal year 2013 for the VRS Retiree Health Insurance Credit. State statute may be amended only by the Commonwealth of Virginia Legislature. FCPS employer and member contributions to VRS, including the Retiree Health Insurance Credit, for the years ended June 30, 2013, 2012, and 2011, were $242,343,488, $146,454,888, and $112,157,560 respectively, equal to the required contributions for each year.

VRS issues publicly available annual reports and financial statements that can be obtained through their website or writing directly to the agency.

Fairfax County Retirement Systems – Plan Revisions from the Board of Supervisors

As directed by the Board of Supervisors, the Fairfax County Department of Human Resources contracted with a benefits consultant to conduct a comprehensive retirement study. Based on the results of this study, the Board of Supervisors, as part of their mark-up of the FY 2013 Adopted Budget Plan on April 24, 2012, reaffirmed the County's commitment to a defined benefit plan model for current employees and for new hires. The Board also directed staff to prepare revisions to the Fairfax County Code to incorporate several modifications to the retirement systems, to apply only to new employees who are hired after January 1, 2013. These changes included increasing the minimum retirement age from 50 to 55 in the Employees' system, increasing the rule of 80 to the rule of 85 in the Employees' system, removing the pre-Social Security Supplement from DROP accounts in the Employees' system and the Uniformed system, and placing a cap on the use of sick leave for retirement purposes at 2,080 hours for all three retirement systems.

Other Post-Employment Benefits (OPEB)

In fiscal year 2008, the County and FCPS implemented the Governmental Accounting Standards Board Statement No. 45, Accounting and Financial Reporting by Employers for Benefits Postemployment Benefits Other Than Pensions. The County provides health care and life insurance benefits to eligible retirees and their spouses. Fairfax County is one of the founding participants in the Virginia Pooled OPEB Trust Fund sponsored by the Virginia Municipal League and the Virginia Association of Counties (VML/VACo). The Virginia Pooled OPEB Trust Fund was established as an investment vehicle for participating employers to accumulate assets to fund Other Public Employment Benefits (OPEB).

At June 30, 2013, the County had actuarial plan assets of $103.3 million and reported a net OPEB asset of $1.5 million, representing that the annual required contributions (ARC) were slightly in excess of actual contributions. As of the July 1, 2012, actuarial valuation, the County had an actuarial accrued liability of $503.8 million and an ARC of $38.9 million.

FCPS also provides health insurance benefits to eligible retirees and their spouses and is a participant in the Virginia Pooled OPEB Trust Fund. At June 30, 2013, FCPS had actuarial plan assets of $53.4 million in the pooled trust fund and reported a net OPEB asset of $13.4 million. As of the July 1, 2012, actuarial valuation, FCPS had an actuarial accrued liability of $448.8 million and an ARC of $31.1 million.

CONTINGENT LIABILITIES AND CLAIMS

The County is contingently liable with respect to lawsuits and other claims that arise in the ordinary course of its operations. See Note L in the County's Financial Statements in Appendix IV to this Official Statement for details as of the end of Fiscal Year 2013.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Sidley Austin LLP, Washington, D.C., Bond Counsel, the proposed form of whose opinion is included herein as Appendix VI.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Sidley Austin LLP, Bond Counsel, except as provided in the following sentence, interest on the Bonds will not be includable in the gross income of the owners of the Bonds for federal income tax purposes under existing law. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the School Board to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and their respective covenants regarding the use, expenditure, and investment of the proceeds of the Bonds and the timely payment of certain investment earnings to the United States Treasury; and no opinion is rendered by Bond Counsel as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without the approval of Bond Counsel or upon the advice or approval of counsel other than Bond Counsel.

Interest on the Bonds will not be an item of tax preference for purposes of the federal individual or corporate alternative minimum tax under the Code. Interest on the Bonds will, however, be included in the calculation of alternative minimum tax liability imposed on corporations under the Code. The Code contains other provisions (some of which are noted below) that could result in tax consequences, as to which no opinion will be rendered by Bond Counsel, as a result of (i) ownership of the Bonds or (ii) inclusion in certain computations of interest that is excluded from gross income.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the Bonds with original issue discount (a "Discount Bond") will be excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. In general, the issue price of a maturity of the Bonds is the first price at which a substantial amount of Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser's adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation's federal alternative minimum tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed herein. Consequently, an owner of a Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale, or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such Bonds is sold to the public may be determined according to rules that differ from those

described above. Owners of a Discount Bond should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such Bonds as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the amount payable at maturity is "Bond Premium." Bond Premium is amortized over the term of such Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such Bonds are required to decrease their adjusted basis in such Bonds by the amount of amortizable Bond Premium attributable to each taxable year such Bonds are held. The amortizable Bond Premium on such Bonds attributable to a taxable year is not deductible for federal income tax purposes; however Bond Premium on such Bonds is treated as an offset to qualified stated interest received on such Bonds. Owners of such Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of Bond Premium upon sale, redemption or other disposition of such Bonds and with respect to state and local income tax consequences of owning and disposing of such Bonds.

Backup Withholding

Interest paid on the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. While this reporting requirement does not, by itself, affect the excludability of interest on the Bonds from gross income for federal income tax purposes, the reporting requirement causes the payment of interest on the Bonds to be subject to backup withholding if such interest is paid to beneficial owners who (i) are not "exempt recipients," and (ii) either fail to provide certain identifying information (such as the beneficial owner's taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or a credit against such beneficial owner's federal income tax liability provided the required information is furnished to the Internal Revenue Service.

Other Tax Consequences

Under existing law, the interest on the Bonds is excluded from Virginia taxable income for purposes of the individual income tax and the income taxation of corporations by the Commonwealth of Virginia under Sections 58.1-322 and 58.1-402 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to the extent that such interest is excludable from gross income for federal income tax purposes.

The Code and the Virginia Code contain other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the Bonds or the inclusion in certain computations of interest on the Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Future Tax Developments

Future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or state tax exemption or the market value of the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding any future, pending or proposed federal or State tax legislation, regulations, rulings or litigation as to which Bond Counsel expresses no opinion.

For example, various proposals have been made in Congress and by the President (the "Proposed Legislation") which, if enacted, would subject interest on bonds that is otherwise excludable from gross income for federal income tax purposes, including interest on the Bonds, to a tax payable by certain bondholders that are individuals, estates or trusts with adjusted gross income in excess of thresholds specified in the Proposed Legislation. It is unclear if the Proposed Legislation will be enacted, whether in its current or an amended form, or if other legislation that would subject interest on the Bonds to a tax or cause interest on the Bonds to be included in the computation of a tax, will be introduced or enacted. Prospective purchasers should consult their tax advisors as to the effect of the Proposed Legislation, if enacted, in its current form or as it may be amended, or such other legislation on their individual situations.

FINANCIAL ADVISOR

The County has retained Public Financial Management, Inc., Arlington, Virginia, as financial advisor (the "Financial Advisor") in connection with the issuance of the Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is a financial advisory, investment management, and consulting organization and is not engaged in the business of underwriting municipal securities.

RATINGS

The Bonds have been rated "____" (___ outlook) by Fitch Ratings ("Fitch"), "___" (____ outlook) by Moody's Investors Service, Inc. ("Moody's"), and "___" (____e outlook) by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("Standard & Poor's"). The County requested that the Bonds be rated and furnished certain information to Fitch, Moody's, and Standard & Poor's, including certain information that is not included in this Official Statement.

These ratings are not a recommendation to buy, sell, or hold the Bonds. Generally, rating agencies base their ratings on such materials and information provided by the County, as well as investigations, studies, and assumptions of the rating agencies. Such ratings may be changed at any time and no assurance can be given that they will not be revised downward or withdrawn entirely by any or all of such rating agencies, if, in the judgment of any or all, circumstances so warrant. Such circumstances may include, without limitation, change in or unavailability of information relating to the County. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the Bonds.

SALE AT COMPETITIVE BIDDING

The Bonds will be offered for sale at competitive bidding on a date determined pursuant to the provisions of the Notice of Sale relating to the Bonds (See Appendix VIII). After the Bonds have been awarded, the County will issue an Official Statement in final form to be dated the date of the award. The County will deem the Official Statement in final form as of its date, and the Official Statement in final form will be a "Final Official Statement" within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Official Statement in final form will include, among other matters, the identity of the winning bidder (the "Underwriter"), the expected selling compensation to the Underwriter and other information on the interest rates and offering prices or yields of the Bonds, all as supplied by the Underwriter.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the Bonds, the Chairman of the Board of Supervisors and the County Executive of the County will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the Bonds, contain any untrue statement of a material fact or omit to state a material fact that should be included therein for the purpose for which the Official Statement is to be used, or that is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading. Such certificate will also state, however, that the Chairman of the Board of Supervisors and the County Executive of the County did not independently verify the information indicated in this Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the estimates will be realized.

FUTURE FINANCIAL INFORMATION

The Securities and Exchange Commission has adopted Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"). In general, the Rule prohibits an underwriter from purchasing or selling municipal securities such as the Bonds, unless it has determined that the issuer of such securities and/or other persons deemed to be material "obligated persons" have committed to provide to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board (i) on an annual basis, certain financial information and operating data ("Annual Reports"), and, if available, audited financial statements, and (ii) notice of various events described in the Rule, if material ("Event Notices").

The County will covenant in the Continuing Disclosure Agreement (the form of which appears in Appendix VII), to be dated the date of delivery of the Bonds, for the benefit of the holders of the Bonds, to provide to EMMA, annually, not later than March 31 of each year, commencing March 31, 2015, Annual Reports with respect to itself, as issuer. Similarly, the County will provide Event Notices with respect to the Bonds to EMMA.

In accordance with continuing disclosure undertakings (the "Sewer Undertakings") relating to the County's sewer revenue bonds, the County agreed to provide and file certain annual financial and statistical information ("Sewer System Annual Disclosure Reports") relating to the County's sanitary sewer system (the "System") as well as the County's audited financial statements for the System ("Sewer System Annual Financial Statements"). For the Fiscal Years ended June 30, 2009 and June 30, 2010, the County prepared and filed the Sewer System Annual Disclosure Reports for each year. Such filings, however, inadvertently did not include the prepared Sewer System Annual Financial Statements (the "2009 and 2010 Sewer System Annual Financial Statements") required to be included in such filings pursuant to the terms of the Continuing Disclosure Undertakings, although the 2009 and 2010 Sewer System Annual Financial Statements were timely posted to the County's website. As of June 5, 2014, the County has filed the 2009 and 2010 Sewer System Annual Financial Statements. In addition, as a condition to the issuance of various series of revenue bonds ("UOSA Bonds") issued by the Upper Occoquan Service Authority for the benefit of the County and other jurisdictions, the County has agreed pursuant to continuing disclosure undertakings (the "UOSA Undertakings") to provide and file the Sewer System Annual Disclosure Reports and Sewer System Annual Financial Statements. The 2009 and 2010 Sewer System Annual Financial Statements were filed pursuant to the UOSA Undertakings but not in a timely manner and other filings were complete and timely but were not correctly cross-referenced to the UOSA Bonds. The County has implemented procedures to ensure the inclusion of necessary information in a timely manner in future filings required by the Sewer Undertakings and the UOSA Undertakings.

Pursuant to several continuing disclosure undertakings entered into relating to the Fairfax County Economic Development Authority's Transportation Contract Revenue Bonds (Route 28 Project), the County provided all required information, except that it inadvertently did not include in its annual information required under such undertakings a description of the twenty largest owners of real property by assessed value in the State Route 28 Highway Transportation Improvement District. The County has implemented procedures to ensure the inclusion of such information in future filings.

It should be noted, however, that while the County has timely filed each annual financial report required by its continuing disclosure undertakings (except as described under this caption), the filings with respect to certain bond issues were not cross-referenced to such bonds. Although such cross-references are not specifically required by the undertakings, the County has implemented procedures to ensure such cross-references in future filings.

Except as described under this caption, the County is currently in compliance with all of its previous undertakings with regard to Rule 15c-2-12.

PRELIMINARY OFFICIAL STATEMENT DEEMED FINAL

The distribution of this Preliminary Official Statement has been duly authorized by the Board of Supervisors of the County. The County deems this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission except for the omission of certain pricing and other information permitted to be omitted by Rule 15c2-12.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____, Chairman

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Appendix I

[Insert Organization Chart here]

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Appendix II

[Insert Regional map here]

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Appendix III

[Insert County Map here]

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FAIRFAX COUNTY, VIRGINIA

MANAGEMENT'S DISCUSSION AND ANALYSIS AND BASIC FINANCIAL STATEMENTS
(Fiscal Year Ended June 30, 2014)

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each principal amount of Bonds of a Series bearing interest at a specified interest rate, each in the aggregate principal amount of such quantity of Bonds, and will be deposited with DTC.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of the Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interest in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bond certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may

not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

SIDLEY AUSTIN LLP
SIDLEY

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FOUNDED 1866

January _, 2015

Board of Supervisors
of Fairfax County, Virginia
Fairfax, Virginia

As bond counsel to Fairfax County, Virginia (the "County"), we have examined certified copies of the legal proceedings, including the election proceedings and other proofs submitted, relative to the issuance and sale of

$_____
Fairfax County, Virginia
Public Improvement Bonds, Series 2015A (the "Bonds")

The Bonds are dated the date of their delivery, mature in annual installments on October 1 in each of the years 2015 to 2033, inclusive, and bear interest, payable on the 1st days of April and October in each year, commencing October 1, 2015. The Bonds are subject to redemption prior to their respective maturities in the manner and upon the terms and conditions set forth in the resolution authorizing the issuance of the Bonds adopted by the Board of Supervisors of Fairfax County on December 2, 2014.

From such examination, we are of the opinion that:

(1) Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to the Constitution and laws of Virginia, and the Bonds constitute valid and binding general obligations of the County, for the payment of which the full faith and credit of the County are pledged, and all taxable property in the County is subject to the levy of an ad valorem tax, without limitation as to rate or amount, for the payment of the Bonds and the interest thereon, which tax shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

(2) Except as provided in the following sentence, interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes under existing law. Interest on the Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the Bonds in the event of a failure by the County or the school board of the County to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and their respective covenants regarding use, expenditure, and investment of the proceeds of the Bonds and the timely payment of certain investment earnings to the United States Treasury, and we render no opinion as to the effect on the exclusion from gross income of the interest on the Bonds for federal income tax purposes of any action taken or not taken without our approval or upon the advice or approval of counsel other than us.

(3) Interest on the Bonds is not an item of tax preference for purposes of the federal individual or corporate alternative minimum tax.

The Code contains other provisions that could result in tax consequences, as to which we render no opinion, as a result of ownership of the Bonds or the inclusion in certain computations (including without limitation those related to the corporate alternative minimum tax) of interest that is excluded from gross income.

Respectfully submitted,

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia (the "County"), in connection with the issuance by the County of $____ aggregate principal amount of its Public Improvement Bonds, Series 2015A (the "Bonds") pursuant to the provisions of a resolution (the "Resolution") adopted on December 2, 2014, by the Board of Supervisors of the County. The proceeds of the Bonds are being used by the County to finance various public improvements in the County. The County hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The County acknowledges that it is undertaking primary responsibility for any reports, notices, or disclosures that may be required under this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

principal and interest payment delinquencies;

non-payment related defaults; if material;

unscheduled draws on debt service reserves reflecting financial difficulties;

unscheduled draws on credit enhancements reflecting financial difficulties;

substitution of credit or liquidity providers, or their failure to perform;

adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax-exempt status of the Bonds;

modifications to rights of holders, if material;

bond calls, if material, and tender offers;

defeasances;

release, substitution, or sale of property securing repayment of the Bonds, if material;

rating changes;

bankruptcy, insolvency, receivership or similar event of the County; which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County;

the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

"Participating Underwriter" shall mean any of the original underwriters of the County's Bonds required to comply with the Rule in connection with the offering of such Bonds.

"Repository" shall mean The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ended [June 30, 2014**]**). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of

this Disclosure Agreement, and (iii) shall include the County's audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repositories when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Except as otherwise agreed, any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, annual financial information relating to the County, including operating data, updating such information relating to the County as described in Exhibit A, all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an "obligated person" (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this

Disclosure Agreement, the County shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Resolution or the Bonds of the County, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's Bonds, and shall create no rights in any other person or entity.

Date: January __, 2015

FAIRFAX COUNTY, VIRGINIA

By: _____
Susan W. Datta
Chief Financial Officer

EXHIBIT A

CONTENT OF ANNUAL REPORT

(a) **Financial Information**. Updated information concerning General Fund revenues, expenditures, categories of expenditures, fund balances, assessed value of taxable property, tax rates, major taxpayers, and tax levies and collections.

(b) **Debt Information**. Updated information concerning general obligation bonds indebtedness, including bonds authorized and unissued, bonds outstanding, the ratios of debt to the market value of taxable property, debt per capita, and debt service as a percentage of General Fund disbursements.

(c) **Demographic Information**. Updated demographic information respecting the County such as its population, public school enrollment, and per pupil expenditure.

(d) **Economic Information**. Updated economic information respecting the County such as income, employment, unemployment, building permits, and taxable sales data.

(e) **Retirement Plans**. Updated information respecting pension and retirement plans for County employees, including a summary of membership, revenues, expenses, and actuarial valuation(s) of such plans.

(f) **Contingent Liabilities**. A summary of material litigation and other material contingent liabilities pending against the County.

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]

Re: FAIRFAX COUNTY VIRGINIA
PUBLIC IMPROVEMENT BONDS,
SERIES 2015A

CUSIP NOS.:

Dated: _____ __, 20__

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds issued pursuant to that certain Resolution adopted on December 2, 2014, by the Board of Supervisors of the County, the proceeds of which were used to finance and refinance various public improvements in the County. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By

Appendix VIII

NOTICE OF SALE

Board Agenda Item
December 2, 2014

ACTION – 3

Endorsement of the Chief Administrative Officers Task Force's Recommendations Regarding the Preliminary FY 2016 Virginia Railway Express Budget

ISSUE:
Board endorsement of the Chief Administrative Officers (CAO) Task Force's initial recommendations regarding the proposed FY 2016 Virginia Railway Express (VRE) budget.

RECOMMENDATION:
The County Executive recommends that the Board endorse the CAO Task Force's primary recommendations on the FY 2016 VRE budget. The recommendations are:

1. VRE should balance the FY 2016 budget without a jurisdictional subsidy increase.
2. In an effort to help VRE produce a balanced budget for FY 2016, support a three percent fare increase beginning January 1, 2016.

TIMING:
The Board should act on this item on December 2, 2014, because this is the last Board meeting before the VRE Operations Board considers adoption of the FY 2016 VRE budget on December 19, 2014.

DISCUSSION:
The VRE Chief Executive Officer presented the preliminary FY 2016 budget to the VRE Operations Board on September 19, 2014. The FY 2016 budget included an unfunded amount of approximately $3.9 million. The shortfall was primarily attributed to lower than budgeted federal and state operating and capital revenue to VRE; other revenue decreases due to the FY 2014 surplus funds used for capital match on railcars and one-time operating expenses; and an increase in track access fees due to a new Fredericksburg Line train for the new Spotsylvania County Station to open in FY 2016.

The budget was referred to the local jurisdictions for review and comment. Beginning July 15, 2014, a staff task force, organized by CAOs of the VRE jurisdictions, has reviewed the preliminary budget, and met with VRE staff to discuss it in detail.

The CAO Task Force is preparing a final report summarizing its review of the FY 2016 budget, and offering any further recommendations that may be developed. The Task Force and VRE staff met on August 19, September 16, October 14, and November 18, 2014, to discuss recommendations. The CAOs will meet in early December 2014, before the December VRE Operations Board meeting, to officially review the Task Force's recommendations and receive the VRE staff response. After the multiple meetings, phone conversations and on-line discussions between the Task Force and VRE staff, it is anticipated that VRE will deliver a balanced budget by the December 19, 2014, VRE Operations Board meeting. The VRE staff's strategies to balance the budget do not include an increase in local jurisdictional subsidies. However, due to further reductions in state operating assistance that were announced in late October 2014, and revised downward by ten percent from FY 2015, VRE's initial assistance estimate of $8.7 million was reduced to $8.1 million; a $600,000 reduction. Considering that this state assistance reduction is permanent, VRE staff and the CAO Task Force determined that a fare increase was inevitable, considering all other strategies to reduce VRE's deficit had been previously explored. Although the Task Force's report is not finalized, it will contain two primary recommendations for the budget. The recommendations are as follows:

1) <u>Balance the FY 2016 Budget Without an Increase to the Local Subsidy</u>

In July 2014, VRE staff calculated a projected shortfall for the FY 2016 budget of $3.9 million. The shortfall was primarily attributed to lower than budgeted state operating and capital revenue to VRE, a net decrease in federal funds for operations that was a federal match on the Capital Cost of Contracting, and an increase as the result of contractual increases to Amtrak, Keolis, Norfolk Southern and CSX Railroads. At the onset, all VRE participating jurisdictions emphasized to VRE that they could not afford a subsidy increase for FY 2016, due to the national economic crisis, exacerbated by their own forecasted financial problems. In response, the VRE Chief Executive Officer agreed to try and maintain the total FY 2015 jurisdictional subsidy level. However, doing so did not affect the incorporation of changes which will occur as a result of the October 2014 passenger survey.

2) <u>Support a Mid-Year FY 2016 Three Percent Fare Increase To Begin January 1, 2016</u>

As the budget continues to develop and progress towards the VRE Operations Board proposed adoption on December 19, 2014, various factors will continue to be forthcoming in the interim. An example is the latest announcement from the Virginia Department of Rail and Public Transportation (DRPT) to have all transit agencies budget for ten percent less than their FY 2015 award as explained above. It is anticipated that that reduction will be recurring. Another factor that will not be known

until early December is the renewal of VRE's maintenance of locomotives and railcars contract. There may be a potential savings if Keolis, its current maintenance and operating provider, is awarded the contracts, but not enough to cover the deficit to balance the budget. In response to the additional factors and the strategies already used to help reduce VRE's deficit, a three percent fare increase is recommended beginning January 1, 2016. This will generate approximately $300,000 to help mitigate the shortfall in FY 2016, and a full increase in subsequent years to help offset anticipated future shortfalls.

FISCAL IMPACT:
The preliminary FY 2016 VRE budget includes an estimated total jurisdictional subsidy of $18,110,000. Based on the most recent information received, Fairfax County's portion of the total FY 2016 local subsidy is not expected to exceed $4,853,000, which is approximately the same amount as the FY 2015 subsidy included in Fund 40000 County Transit Systems. Fairfax County's FY 2016 subsidy level should be available in mid-December 2014.

When the final amount of Fairfax County's share is known, the County Executive will include that amount in the FY 2016 Advertised Budget Plan. The Board is not being asked to approve Fairfax County's FY 2016 VRE subsidy at this time.

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation, FCDOT
Todd Wigglesworth, Acting Division Chief, Coordination and Funding Division, FCDOT
Mike Lake, Senior Transportation Planner, Coordination and Funding Division, FCDOT

Board Agenda Item
December 2, 2014

ACTION - 4

Authorization for the Department of Transportation to Apply for FY 2021 Regional Surface Transportation Program and Congestion Mitigation and Air Quality Program Funds

ISSUE:
Board authorization is requested for the Department of Transportation to apply for: FY 2021 Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality Program (CMAQ) Funds. These funds would be used to advance the projects listed below and described in Attachment I.

- Countywide Transit Stores
- Implementation of Route 1 (Richmond Highway) Multimodal Alternatives Analysis
- Tysons Corner Roadway Improvements
- Reston Roadway Improvements
- Rolling Road Widening (Old Keene Mill Road to Fairfax County Parkway)
- Route 7 Widening (Dulles Toll Road to Reston Avenue)
- Route 236/Beauregard Street Intersection Improvements
- Virginia Railway Express Backlick Road Station Platform Improvements

RECOMMENDATION:
The County Executive recommends that the Board authorize the Fairfax County Department of Transportation (FCDOT) to apply for FY 2021 RSTP and CMAQ funds. There is no Local Cash Match (LCM) required for the RSTP and CMAQ funds.

TIMING
The NVTA is requesting that jurisdictions endorse applications for RSTP and CMAQ funding prior to its January 2015 meeting. The Commonwealth Transportation Board will subsequently consider the NVTA-approved list of projects in May or June 2015.

Unless otherwise directed by the Board of Supervisors, staff will assume endorsement of these projects by the Board, and will pursue funding under these programs.

BACKGROUND:
The CMAQ Program provides federal funds for regions that are determined to be in non-attainment for air quality to assist them in complying with Clean Air Act

requirements. The RSTP Program provides federal formula funds to the region to assist with the implementation of a diversity of transportation capital projects. The project requests for FY 2021 are a continuation of funding for projects that are included in the County's Transportation Priorities Plan adopted by the Board of Supervisors on January 28, 2014, for FY 2015 to FY 2020. No new projects are being recommended. Also, the Board previously approved RSTP and CMAQ allocations for FY 2020 in September 2013; and the NVTA has allocated RSTP and CMAQ funding through FY 2020. For FY 2021, VDOT estimates that in Northern Virginia, $40.3 million will be available for distribution in the RSTP Program, and $29.5 million will be available in the CMAQ Program.

FISCAL IMPACT:
There is no LCM required for the RSTP and CMAQ funds; as the state provides the matching funds. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:
Attachment I: List of Projects for RSTP and CMAQ

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Sr. Transportation Planner, Coordination and Funding Division, FCDOT
Noelle Dominguez, Legislative Liaison, Coordination and Funding Division, FCDOT
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Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT

Attachment I

Projects for Regional Surface Transportation Program (RSTP) and Congestion Mitigation and Air Quality (CMAQ) Program FY 2021 Funding

CMAQ/RSTP (proposed request in millions)	
Countywide Transit Stores - These stores provide transit information, trip planning, fare media, and ridesharing information to area residents and visitors seeking alternatives to driving alone. From FY 2002 through FY 2020, CMAQ funding has been allocated to the operation of the countywide transit stores.	$0.62
Implementation of Route 1 (Richmond Highway) Multimodal Alternatives Analysis – The Route 1 (Richmond Highway) Multimodal Alternatives Analysis recommended a series of roadway and transit-related improvements in the Richmond Highway corridor. The analysis also may include the implementation of transit amenities to support a Bus Rapid Transit system, from the Huntington Metrorail Station to Fort Belvoir.	$10.0
Tysons Corner Roadway Improvements – This series of roadway improvements in the Tysons area will improve/increase access to the future development planned for Tysons and the Metrorail Silver Line. Some of these projects may also include pedestrian and bicycle improvements. This request does not include funding for the planned grid of streets. RSTP allocations to Tysons Roadway Improvements serve as federal contributions to the Tysons Funding Plan, approved by the Board of Supervisors on January 8, 2013.	$9.0
Reston Roadway Improvements – Similar to the Tysons Roadway Improvements, a series of roadway, bicycle, and pedestrian improvements is planned for Reston that will enhance access to future developments in this ever-growing area, particularly around the new Silver Line stations.	$9.0
Route 7 Widening (Dulles Toll Road to Reston Avenue) - This project is to implement the widening of Route 7 from four to six lanes from the Dulles Toll Road to Reston Avenue; a length of approximately 6.9 miles. Upon completion, this project aims to increase capacity, decrease congestion, and improve safety along Route 7, in conformance with the Fairfax County Comprehensive Plan.	$9.0
Rolling Road Widening (Old Keene Mill to Fairfax County Parkway - This project will widen Rolling Road from two to four lanes from Old Keene Mill Road to the Fairfax County Parkway; a length of approximately 1.4 miles. The project will include left and right turn lanes, stormwater management facilities, provide accommodations for pedestrian and bicyclists, and improve safety along the corridor. Traffic demand on this road is expected to increase over the next 20 years, due to the regional population and employment growth expected as the result of the Base Realignment and Closure (BRAC) Commission implementation in the Fort Bevoir area. This project is currently in the design phase and partially funded with federal funds.	$10.0

Route 236/Beauregard Street Intersection Improvements - The intersection of Little River Turnpike (Route 236) and Beauregard Street is likely to be impacted by increased demand over the next 20 years, due to the regional population and employment growth expected as the result of the Base Realignment and Closure (BRAC) Commission implementation in the Fort Bevoir area. Specifically, Beauregard Street is anticipated to be a popular route to the Mark Center for those looking to avoid I-395. This project will involve improvements to the roads providing for additional capacity.	$5.0
Virginia Railway Express Backlick Road Station Platform Improvements – The VRE System Plan 2040 identified VRE system capacity improvements to accommodate current and future passenger demand with the goal of doubling ridership by 2040. At 405 feet in length the Backlick Rd. platform was designed to accommodate train consists up to 5 cars in length. Current VRE consists using the Backlick Rd. station are between 6 and 8 cars in length which precludes passengers from boarding or alighting the train from all cars and increases station dwell times. This project will design and construct an extension to the station platform to accommodate train consists up to 8 cars in length and assess the feasibility of extending it farther to service trains up to 10 cars in length, which is the maximum train length anticipated in the future. The conceptual location for a second, off-side platform to increase Manassas Line operational flexibility and serve future, bi-directional VRE service will also be identified.	$2.0
Total CMAQ/RSTP Requested	**$54.62**

Board Agenda Item
December 2, 2014

ACTION - 5

Approval of Fairfax Connector January 2015 Service Changes

ISSUE:
Board of Supervisors' approval of Fairfax Connector's January 2015 service changes that address needed service reliability improvements on new Silver Line/Dulles Corridor routes, improves connectivity, reduces bus bay congestion at the Spring Hill and Tysons Corner Metro stations, and addresses a change to the hours of operation of a portion of Route 335 to Fort Belvoir.

RECOMMENDATION:
The County Executive recommends that the Board approve the January 2015 service change proposal as outlined below.

TIMING:
Board approval is requested on December 2, 2014, so that service changes can be programmed and implemented on January 24, 2015.

BACKGROUND:
Fairfax County Department of Transportation staff has been monitoring Fairfax Connector service since the commencement of Silver Line, Phase 1 service on July 26, 2014. The majority of the proposed changes are schedule adjustments to bus running times that reflect actual travel times in current traffic conditions, extensions for Routes 401/402 and 574 to the Tysons Westpark Transit Station to address bus bay congestion at the Spring Hill and Tysons Corner Metrorail stations. In addition, the service changes formalize adjustments to service after the start of Silver Line, which were necessary due to longer than anticipated bus travel times on some routes and traffic congestion near the Wiehle-Reston East Metrorail station.

To inform the public of the service changes and receive feedback from passengers, staff posted detailed information on the Fairfax Connector website, held two public meetings, and reviewed and responded to rider comments and questions. Public comment was reviewed and rider requests were incorporated into the proposal, where feasible. A summary of the public feedback is included as Attachment I.

Fairfax Connector ridership in the Dulles Corridor continues to change in response to Silver Line. Dulles Corridor/Silver Line ridership for September 2014 showed an approximately two percent weekday ridership increase over FY-2014. Ridership in October 2014 continued this trend with an almost four percent weekday ridership increase over FY-2014. In addition, weekend ridership is up at least seven percent.

Board Agenda Item
December 2, 2014

Proposal Details

Routes 401,402 – Backlick Road-Gallows Road (Braddock, Lee, Mason, Providence)

- A new schedule will reflect travel times adjusted for current traffic conditions and to reduce passenger crowding during peak travel periods.
    - Buses carry, on average, approximately 44 passengers per trip, making Route 401/402 the highest ridership line in the Fairfax Connector system.
    - The new schedule implemented for the start of Silver Line did not provide enough time in the schedule for buses to travel the route between Springfield and Tysons.
    - Time will be added to the schedule to improve on-time performance and allow for service to a new Dunn Loring-Merrifield Metrorail Station bus facility and the redeveloped Springfield Town Center (former Springfield Mall).
- Buses will serve the Tysons West*Park Transit Station via Greensboro Drive and Spring Hill Road providing connections to Route 574, making a trip between Springfield, Tysons, Merrifield, Annandale, and Reston possible by bus.
    - Extending Route 401/402 service will reduce bus bay congestion at the Tysons Corner Metrorail Station (south side), allowing Route 422 buses to directly serve the Metrorail station, and improve connectivity in Tysons.
    - This extension will also provide additional circulation within Tysons.

Route 422 – Boone Boulevard-Howard Avenue (Providence)

- Buses will directly serve the Tysons Corner Metrorail Station south side (dependent on the Route 401/402 service extension to Tysons West*Park Transit Station).
- Directly serving the Tysons Corner Metrorail Station responds to passenger requests, eliminates the need for passengers to walk to and from a bus stop along northbound Chain Bridge Road, increasing Silver Line connectivity with existing service.

Route 463 – Maple Avenue-Vienna (Hunter Mill, Providence)

- A new schedule will reflect travel times adjusted for current traffic conditions.
    - Too much time was provided in the schedule for buses to travel between the Vienna Metrorail Station and the intersection of Maple Avenue and Horse Shoe Lane.

Routes 493,494,495 – Tysons-495 Express Lanes (Braddock, Lee, Mount Vernon, Providence)

- Buses will directly serve the Spring Hill Metrorail Station bus lane along westbound Leesburg Pike (dependent on the Route 574 service extension to the Tysons West*Park Transit Station).

- Directly serving the Spring Hill Metrorail Station addresses passenger requests

and eliminates the need for riders to walk to and from a bus stop along Tyco Road north of Leesburg Pike, increasing Silver Line connectivity with existing service.

Route 505 – Reston Town Center (Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departures on routes 505, 981, and 983 will be timed to provide an even spacing of buses between Reston Town Center and the Wiehle-Reston East Metrorail Station.
- This change is necessary to formalize changes implemented after the start of Silver Line service to address traffic and poor on-time performance. Not enough time was provided in the schedule for buses to travel between Reston Town Center and the Wiehle-Reston East Metrorail Station.

Routes 551,557,559 – Reston South (Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- One additional morning rush hour trip will be added on Route 557 departing Reston South Park and Ride Lot at approximately 5:40 a.m. in response to passenger requests.

Routes 552,554,558 – Reston North (Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- One additional morning rush hour trip will be added on Routes 552 and 554 in response to passenger requests.
- The schedule will be revised to improve connections with Route 599.

Route 574 – Reston-Tysons (Dranesville, Hunter Mill, Providence)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Buses will serve the Tysons West*Park Transit Station via Spring Hill Road providing connections to Route 401/402, making a trip between Springfield, Tysons, Merrifield, Annandale, and Reston possible by bus.
    - Serving the Tysons West*Park Transit Station will reduce bus bay and bus lane congestion at the Spring Hill Metrorail Station along westbound Leesburg Pike.
    - Extending Route 574 service will allow Route 493, 494, and 495 buses to directly serve the Spring Hill Metrorail Station, eliminating the need for passengers to access the station via a bus stop on Tyco Road north of Leesburg Pike.

Route 585 – Franklin Farm-Reston South (Hunter Mill, Sully)

- A new schedule will reflect travel times adjusted for current traffic conditions.
    - Too much time is in the schedule between Franklin Farm Road and Reston South Park and Ride Lot.

Route 599 – Pentagon-Crystal City (Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions between Crystal City, Pentagon City, and the Pentagon and minor route modification at the Pentagon.
- To address vehicle crowding at Reston North Park and Ride Lot and passenger requests, all morning service will be shifted to begin and end 30 minutes earlier than in the present schedule.
- To improve connectivity with the Wiehle-Reston East Metrorail Station, and facilitate transfers from and to other local Reston area bus service, morning and afternoon buses will serve stops along Sunset Hills Road between Metro Center Drive/Isaac Newton Square and Wiehle Avenue.

Route 605 – Fair Oaks-Reston (Hunter Mill, Providence, Springfield, Sully)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- The time between buses will change from every 60 minutes to every 45 minutes on weekdays and from every 60 minutes to every 70 minutes on Saturdays and Sundays.
- Buses will travel to and from Fair Oaks Mall via West Ox Road, Post Forest Drive, Government Center Parkway, the Fairfax County Government Center, and Monument Drive.
    - Buses will serve Fair Lakes Promenade via bus stops on Monument Drive at Fair Lakes Parkway.

Route 721 – Chain Bridge Road-McLean (Dranesville, Providence)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Bus layover along Beverly Road near Old McLean Village Drive in central McLean will be eliminated.
    - Buses will travel “through” Beverly Road to and from the McLean Metrorail Station and Tysons Corner Center.

Routes 924,926 – Dranesville Road-Worldgate (Dranesville, Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.

Route 927 – Dulles Corner-McNair Farms (Dranesville, Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Two additional afternoon rush hour trips will be added to the schedule, departing Herndon-Monroe Park and Ride Facility at approximately 3 and 8 p.m.

Route 929 – Centreville Road (Dranesville, Hunter Mill, Sully)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Buses will travel via McLearen Road, Park Center Drive, Towerview Road, EDS Drive, and Centreville Road to and from Kinross Circle.

Route 950 – Herndon-Reston (Dranesville, Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions and

to improve Silver Line connections.

- Departures on routes 950 and 980 will be timed to provide an even spacing of buses between Herndon-Monroe Park and Ride Facility and the Wiehle-Reston East Metrorail Station.
- An additional late evening trip will be added to the schedule in both directions to improve connectivity between Herndon and Reston.

Routes 951,952 – Sunrise Valley Drive-Sunset Hills Road (Dranesville, Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- This change is necessary to formalize changes implemented after the start of Silver Line service to address traffic and poor on-time performance. Not enough time was provided for buses to travel between Herndon-Monroe Park and Ride Facility, US Geological Survey (USGS) and the Wiehle-Reston East Metrorail Station.
- Route 951 buses will serve the USGS campus on all morning rush hour, midday, and afternoon rush hour trips via Sunrise Valley Drive.

Route 980 – Herndon-Monroe (Dranesville, Hunter Mill)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departures on routes 950 and 980 will be timed to provide an even spacing of buses between Herndon-Monroe Park and Ride Facility and the Wiehle-Reston East Metrorail Station.
- Trips will be added during the busiest rush hour travel times to reduce passenger crowding between the Wiehle-Reston East Metrorail Station and Herndon-Monroe Park and Ride Facility.

Routes 981,983 – Dulles Airport/Udvar-Hazy Air & Space Museum-Reston Town Center (Dranesville, Hunter Mill, Sully)

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departures on routes 505, 981, and 983 will be timed to provide an even spacing

  of buses between Reston Town Center and the Wiehle-Reston East Metrorail Station.
- This change is necessary to formalize changes implemented after the start of
- Silver Line service to address traffic during weekday afternoon rush hours on Route 28 between Dulles Airport and the Udvar-Hazy Center.

Route 985 – Dulles Corner-Wall Road (Dranesville, Hunter Mill, Sully)

- A new schedule will reflect travel times adjusted for current traffic conditions.

Route 335 – Fort Belvoir (Lee, Mount Vernon)

- The trip departing the Franconia-Springfield Metrorail Station at 6 p.m. will travel as far south as the intersection of Morning View Lane and View Lane in the Island Creek community.
- This change is necessary due to the 6 p.m. closure of Fort Belvoir's Telegraph Gate and formalizes service currently in place to accommodate the gate closure.

As noted above, the majority of these service changes are in response to Fairfax Connector's Silver Line service.

FISCAL IMPACT:
This plan expands service by approximately 25,000 annual revenue hours. While some service adjustments were implemented in August 2014 to address traffic conditions and immediate operational issues, the planned implementation of the remaining service changes will begin January 24, 2015. FCDOT staff anticipated that service changes would be needed after the initial service plan went into effect. Only partial year operating funding is needed to incorporate the above changes. Based on five months of operation, and service adjustments implemented in August 2014, approximately $1,300,000 is required in FY 2015 and is included in the FY 2015 Fund 40000 (County Transit Fund) budget. The net cost for partial year FY 2015 implementation and full year FY 2016 will be funded by state aid.

ENCLOSED DOCUMENTS:
Attachment I – Public comment summary
Attachment II – News release and public meeting information
Attachment III – Maps for service with proposed route changes

STAFF:
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Nick Perfili, Section Chief, Transit Services Division, FCDOT
Stuart Boggs, Transportation Planner, Transit Services Division, FCDOT
Ray Johnson, Transportation Planner, Coordination and Funding Division, FCDOT

Attachment I

Public Comment Summary

Route(s)	Comment Summary	Response
401,402	Service operates late, especially in the afternoon. Extend in to Tysons to eliminate the need to transfer. Add bi-directional bus service.	The January 2015 service changes include a new Route 401/402 schedule with added time for buses to travel along the route. Buses will be extended to the Tysons West*Park Transit Station to improve connectivity in Tysons and to allow Route 422 buses to directly serve the Tysons Corner Metrorail Station. In addition, time will be added to the schedule
422	Buses need to serve the Tysons Corner Metrorail Station. The bus stop along Chain Bridge Road is not convenient and there are no sidewalks to transfer to the Silver Line.	Dependent on the extension of Route 401/402 service to the Tysons West*Park Transit Station, there will be bus bay and bus lane capacity at the Tysons Corner Metrorail Station for Route 422 buses to directly serve the station.
463	Buses depart the Vienna Metrorail Station late.	Buses are currently holding after the scheduled departure to prevent running early along the route. Too much time was allotted in the schedule between the Vienna Metrorail Station and the intersection of Maple Avenue and Horse Shoe Lane. The schedule will be adjusted to reflect traffic conditions.
493,494,495	Buses need to serve the Spring Hill Metrorail Station.	Dependent on the extension of Route 574 service to the Tysons West*Park Transit Station, there will be bus bay and bus lane capacity at the Spring Hill Metrorail Station for Route 493, 494, and 495 buses to directly serve the station.
505	Buses operate late and trips are being missed. Coordinate the Route 505, 981, and 983 schedules between the Wiehle-Reston East Metrorail Station and Reston Town Center.	The schedule is being changed to provide time for buses to travel between Reston Town Center and the Wiehle-Reston East Metrorail Station. In August 2014, an additional bus was added to the 505 service at most times of the day to improve on time performance and provide enough time for buses to travel the route. This was in response to passenger and bus operator complaints. Route 505, 981, and 983 service will be coordinated to provide an even spacing of buses between Reston Town Center and the Wiehle-Reston East Metro Station.
552,554	Morning service does not begin until 6:30 a.m.; buses do not allow for connections to Route 599 service.	Service will be coordinated to allow for transfer connections. One additional trip will be added to the Route 552 and 554 schedule.
557	Morning service does not begin until after 6 a.m.	An additional Route 557 trip will be added to the schedule, departing Reston South Park and Ride Lot at approximately 5:40 a.m.
585	Buses are holding at the Reston South Park and Ride in the evening before serving Franklin Farm.	Buses are currently holding after the scheduled departure to prevent running early along the route. Buses were provided too much time in the afternoon/evening schedule.

		The schedule will be adjusted to have travel times reflect traffic conditions.
599	Improve bus routing near the Pentagon. Afternoon buses depart the Pentagon late. The Reston North Park and Ride fills to capacity.	The schedule will be adjusted to account for current traffic conditions between Crystal City and Pentagon and a minor routing change near the Pentagon. All morning service will be shifted approximately 30 minutes earlier to better accommodate bus riders at Reston North Park and Ride. Buses will serve stops along Sunset Hills Road to improve transfer connections from Route 552 and 554 service, in addition to the Wiehle-Reston East Metrorail Station.
605	Service operates late. Buses arrive up to 20-25 minutes behind schedule. The first bus does not arrive to Reston until almost 8 a.m. on weekdays.	A new schedule will reflect bus travel times adjusted for traffic conditions. Added service will provide earlier connections to Reston and the Dulles Corridor on weekdays. To improve on time performance, the southern last stop will be changed from the Fairfax County Government Center to Fair Oaks Mall. Buses will continue to serve both locations.
721	Buses are holding on Beverly Road.	Buses were provided too much time in the schedule to travel between the McLean Metrorail Station and the end of the route at Beverly Road and Old McLean Village Drive. A new schedule will adjust bus travel times to reflect traffic conditions and will be structures such that all layover will occur at either the McLean Metrorail Station or Tysons Corner Center.
927	Service was cut back from all-day weekday service to rush hours only with the Silver Line changes. Buses do not operate late enough into the evening.	Two additional trips will be added to the afternoon/evening schedule to address passenger requests and service demand and have buses operate closer to the pre-Silver Line span of operation.
929	Service to bus stops along Park Center Drive was removed with the Silver Line changes. Employees with disabilities are having to walk up to 1.2 miles to reach jobs along Park Center Drive. Staff with the Fairfax-Falls Church Community Services Board requested service be restored to accommodate employees in the Herndon area.	Service will be restored to Park Center Drive bus stops by way of McLearen Road, Towerview Road, and EDS Drive to and from Kinross Circle. A new schedule will reflect traffic conditions and service to bus stops along Park Center Drive.
950	Buses do not operate as late as they used to. Add a service from Reston to Herndon.	The schedule will be adjusted to reflect traffic conditions. Added late night trips will bring the time buses operate back to the level of service prior to Silver Line.
951	Buses are late to US Geological Survey (USGS). Buses are not serving the bus stops along Sunrise Valley Drive at Edmund Halley Drive.	The schedule will be adjusted to reflect traffic conditions and improve on time performance. Not enough time was provided for buses to travel along the route. Buses will serve USGS via Sunrise Valley Drive on all morning rush, midday, and afternoon rush trips; allowing

		buses to serve both USGS and bus stops along Sunrise Valley Drive near Edmund Halley Drive.
980	Buses are crowded. The passenger waiting platform at the Wiehle-Reston East Metrorail Station is crowded during afternoon rush hours.	Additional trips will be added to the schedule during the busiest rush hour travel times. In addition, Route 950 and 980 service will be coordinated to provide an even spacing of buses between the Herndon-Monroe Park and Ride Lot and the Wiehle-Reston East Metrorail Station.
981,983	Provide an even spacing of buses with Route 505 service at Reston Town Center.	Route 505, 981, and 983 service will be coordinated to provide an even spacing of buses between Reston Town Center and the Wiehle-Reston East Metrorail Station.

Attachment II

FCDOT news release and public meeting information, 10/15/2014

Fairfax Connector Seeks Feedback on Proposed Service Changes

Changes to 29 Fairfax Connector routes are proposed to take place in January 2015 to improve on-time performance, enhance connectivity between routes, and serve new development in the Merrifield and Springfield areas.

Highlights of the service proposal include:

- A new schedule to reduce passenger crowding and add extra time for buses to serve the new Springfield Town Center and new bus facility constructed as part of new development at the Dunn Loring-Merrifield Metro station on routes 401 and 402
- A new schedule and added weekday trips on service between Fair Oaks and Reston on Route 605
- Schedule adjustments on most routes serving the Wiehle-Reston East Metro station

Since the launch of Metro's Silver Line service in July, Fairfax Connector has been monitoring traffic conditions, schedule adherence, and ridership on routes serving the Dulles Corridor. Over the past two months, ridership has increased approximately 2 percent on weekdays and 7 percent on weekends, with strong ridership on routes connecting Springfield and Tysons, as well as routes connecting the Wiehle Metro station with Reston Town Center, Dulles International Airport, and the National Air and Space Museum Udvar-Hazy Center in Chantilly. In addition, weekday Dulles Corridor park and ride use has increased as much as 15 percent.

The majority of proposed schedule changes in the Dulles Corridor adjust bus travel times to reflect current traffic conditions.

Routes with proposed service changes: 335, 401, 402, 422, 463, 493, 494, 495, 505, 551, 552, 557, 558, 559, 574, 585, 599, 605, 721, 924, 926, 927, 929, 950, 951, 952, 980, 981, 983, and 985. Details by route are listed below.

Fairfax Connector will host two meetings to explain the proposed changes and take comments from the public:

Tysons – Monday, November 3, 2014
11 a.m. – 2 p.m.
Fairfax County/Tysons Community Room
Tysons Corner Center – Level 2
1961 Chain Bridge Road; Tysons, VA 22102
Presentation at 12:30 p.m.
Transit access: Fairfax Connector 401, 402, 463, 721; Metrobus 2T, 23A, 28A; Tysons Corner Metro Station

Reston – Wednesday, November 5, 2014
6:30 – 8:30 p.m.
Southgate Community Center
12125 Pinecrest Road; Reston, VA 20191
Presentation at 7 p.m.
Transit access: Fairfax Connector 551, RIBS 1, RIBS 3

For more information or to comment on the proposed service changes, riders should visit fairfaxconnector.com, attend a public meeting, e-mail questions or comments to fairfaxconnector@fairfaxcounty.gov, or call 703-339-7200, TTY 703-339-1608. Public comment will be accepted until 5 p.m. Friday, November 7, 2014.

PROPOSAL DETAILS

Route 335 – Fort Belvoir

- The trip departing the Franconia-Springfield Metro station at 6 p.m. will travel as far south as Morning View Lane and View Lane due to an earlier closure of Fort Belvoir Telegraph Gate.

Routes 401,402 – Backlick Road-Gallows Road

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departure times will be shifted to reduce passenger crowding.
- Time will be added to the schedule in both directions to allow for service to new development at the Dunn Loring Metro station and the redeveloped Springfield Town Center (former Springfield Mall).
- Buses will serve the Tysons Westpark transit station via Greensboro Drive and Spring Hill Road providing connections to Route 574, making a trip between Springfield, Tysons, Merrifield, Annandale, and Reston possible by bus.

Route 422 – Boone Boulevard-Howard Avenue

- Buses will serve the Tysons Corner Metro station bus lane along northbound Chain Bridge Road.

Route 463 – Maple Avenue-Vienna

- A new schedule will reflect travel times adjusted for current traffic conditions.

Routes 493,494,495 – Tysons-495 Express Lanes

- Buses will serve the Spring Hill Metro station bus lane along westbound Leesburg Pike.

Route 505 – Reston Town Center

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departures on routes 505, 981, and 983 will be timed to provide an even spacing of buses between Reston Town Center and the Wiehle Metro station.

Routes 551,557,559 – Reston South

- A new schedule will reflect travel times adjusted for current traffic conditions.

Routes 552,558 – Reston North

- A new schedule will reflect travel times adjusted for current traffic conditions.

Route 574 – Reston-Tysons

- A new schedule will reflect travel times adjusted for current traffic conditions.
- Buses will serve the Tysons Westpark transit station via Spring Hill Road providing connections to Route 401/402, making a trip between Springfield, Tysons, Merrifield, Annandale, and Reston possible by bus.

Route 585 – Franklin Farm-Reston South

- A new schedule will reflect travel times adjusted for current traffic conditions.

Route 599 – Pentagon-Crystal City

- A new schedule will reflect travel times adjusted for current traffic conditions.

Route 605 – Fair Oaks-Reston

- A new schedule will reflect travel times adjusted for current traffic conditions.
- The time between buses will change from every 60 minutes to every 45 minutes on weekdays and from every 60 minutes to every 70 minutes on Saturdays and Sundays.

- Buses will travel to and from Fair Oaks Mall via West Ox Road, Post Forest Drive, Government Center Parkway, the Fairfax County Government Center, and Monument Drive.
- Buses will serve Fair Lakes Promenade and Pender Creek via bus stops on Monument Drive at Fair Lakes Parkway.

Route 721 – Chain Bridge Road-McLean
- A new schedule will reflect travel times adjusted for current traffic conditions.

Routes 924,926 – Dranesville Road-Worldgate
- A new schedule will reflect travel times adjusted for current traffic conditions.

Route 927 – Dulles Corner-McNair Farms
- A new schedule will reflect travel times adjusted for current traffic conditions.
- Two additional afternoon rush hour trips will be added to the schedule.

Route 929 – Centreville Road
- A new schedule will reflect travel times adjusted for current traffic conditions.
- Buses will travel via Park Center Drive, Towerview Road, EDS Drive, and Centreville Road to or from Kinross Circle.

Route 950 – Herndon-Reston
- A new schedule will reflect travel times adjusted for current traffic conditions and to improve Silver Line connections.
- Departures on routes 950 and 980 will be timed to provide an even spacing of buses between Herndon-Monroe Park & Ride and the Wiehle Metro station.

Routes 951,952 – Sunrise Valley Drive-Sunset Hills Road
- A new schedule will reflect travel times adjusted for current traffic conditions.
- Route 951 buses will serve the US Geological Survey campus on all trips via Sunrise Valley Drive.

Route 980 – Herndon-Monroe
- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departures on routes 950 and 980 will be timed to provide an even spacing of buses between Herndon-Monroe Park & Ride and the Wiehle Metro station.
- Trips will be added during the busiest rush hour travel times to reduce passenger crowding between the Wiehle Metro station and Herndon-Monroe Park & Ride.

Routes 981,983 – Dulles Airport/Udvar-Hazy Air & Space Museum-Reston Town Center
- A new schedule will reflect travel times adjusted for current traffic conditions.
- Departures on routes 505, 981, and 983 will be timed to provide an even spacing of buses between Reston Town Center and the Wiehle Metro station.

Route 985 – Dulles Corner-Wall Road
- A new schedule will reflect travel times adjusted for current traffic conditions.

For more information about this news release, contact Beth Francis in the Fairfax County Department of Transportation at 703-877-5602, TTY 711.

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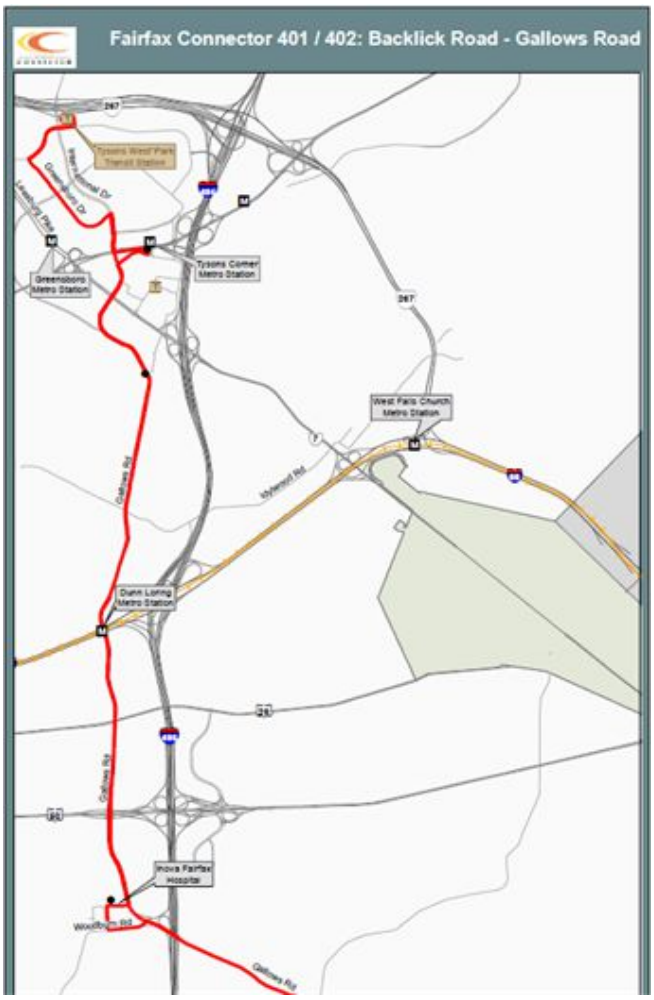
Attachment III – Proposed Route Changes

Routes 401,402 – Backlick Road-Gallows Road

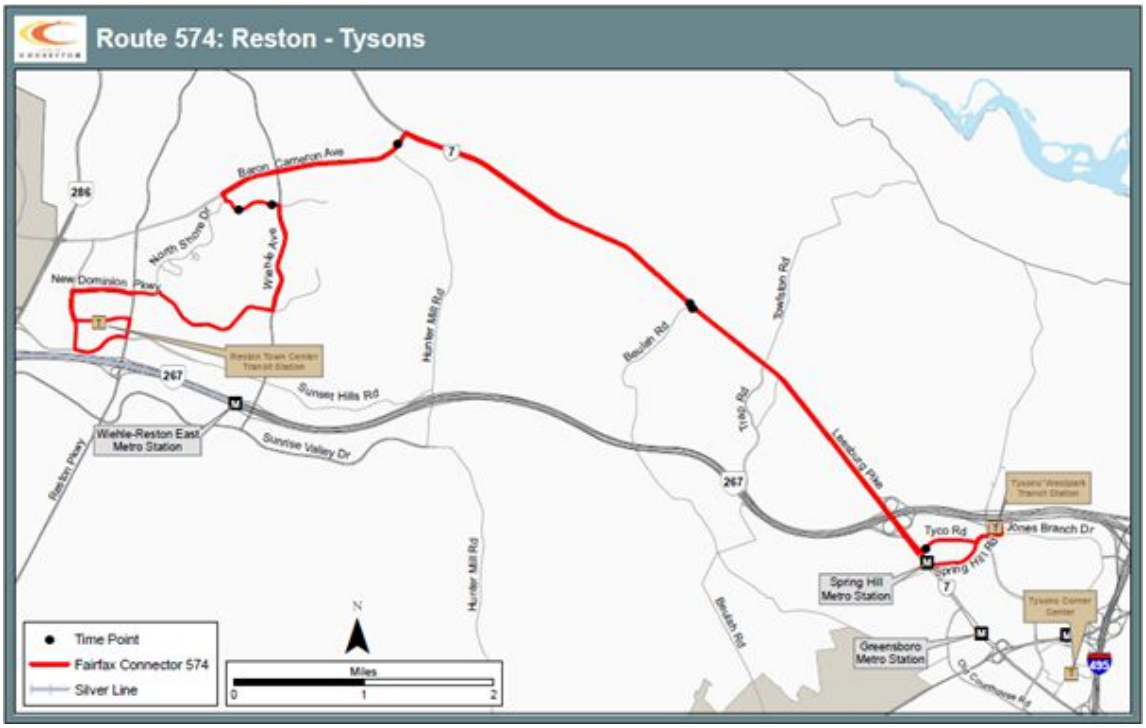
Service extended to Tysons West*Park Transit Station via Greensboro Drive and Spring Hill Road.



(map continued above right)

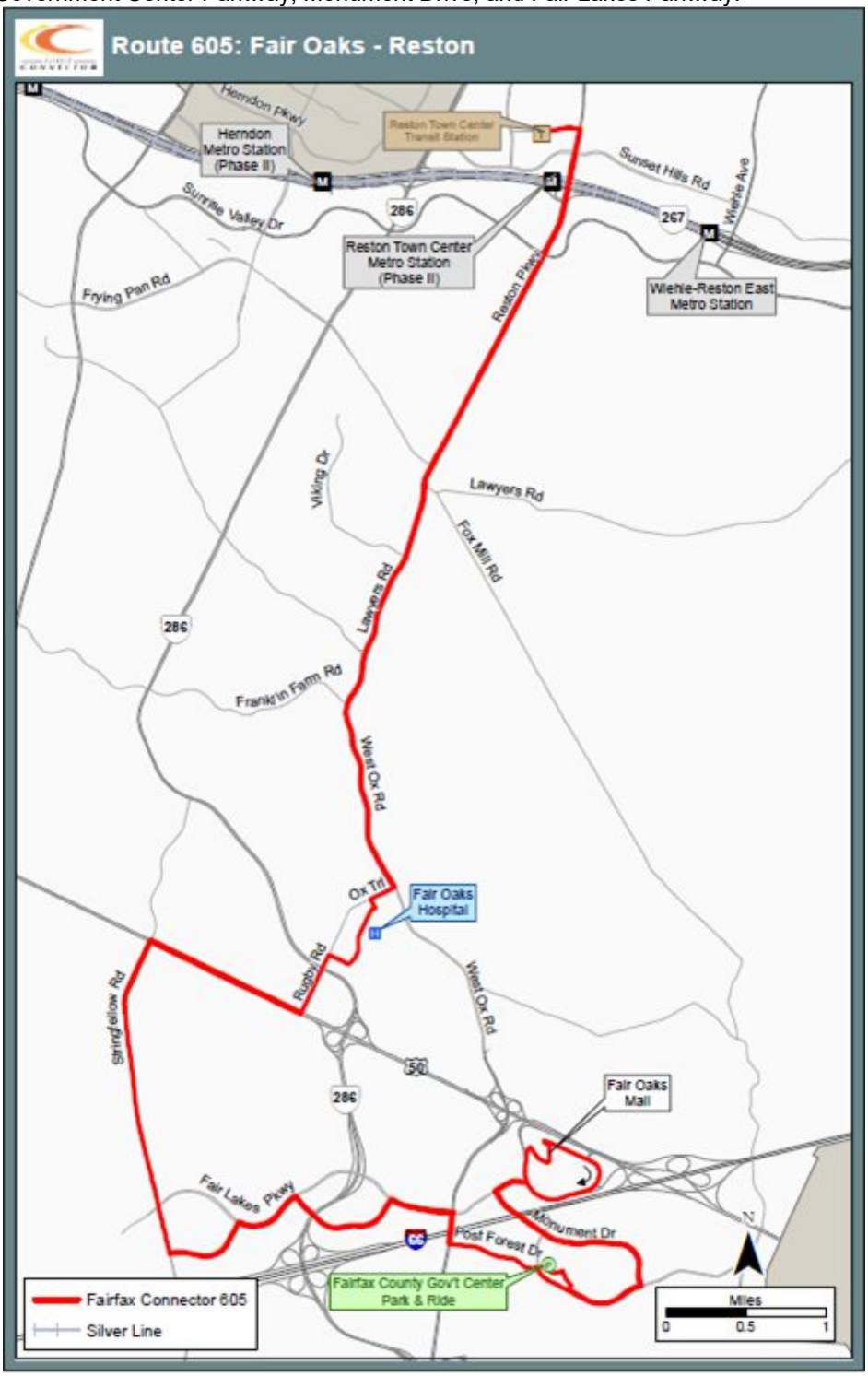
Route 574 – Reston-Tysons

Service extended to Tysons West*Park Transit Station via Spring Hill Road.



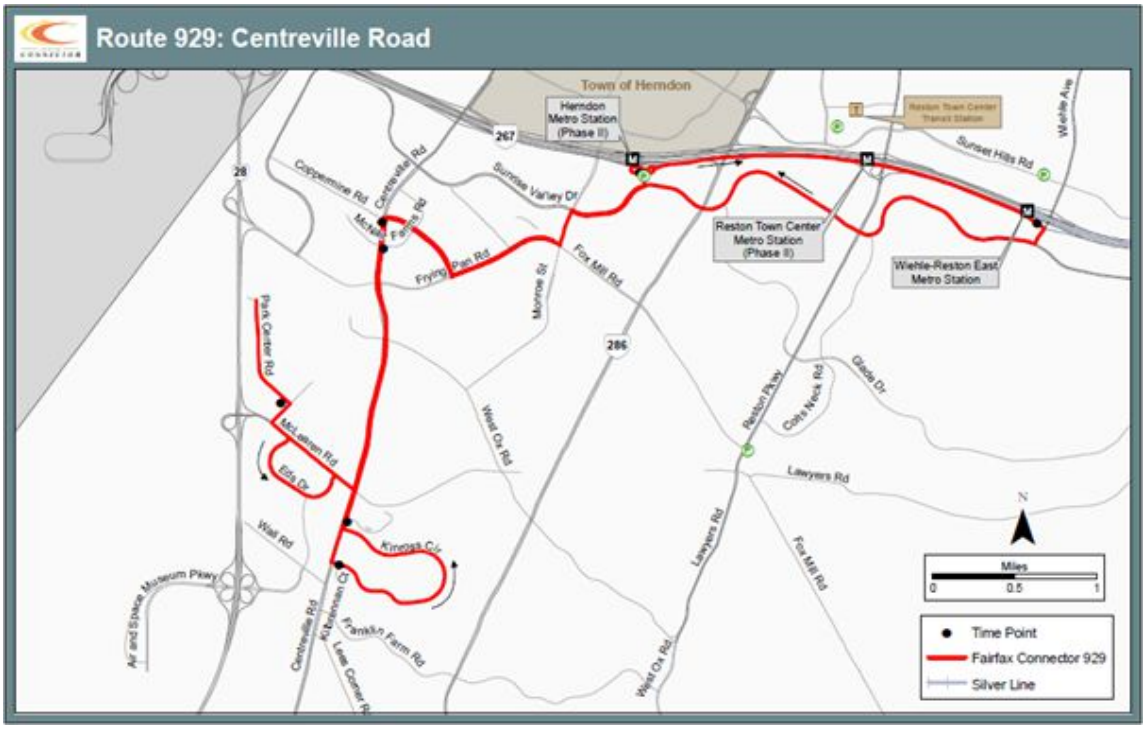
Route 605 – Fair Oaks-Reston

Buses will serve Fair Oaks Mall via West Ox Road, Post Forest Drive, the Fairfax County Government Center, Government Center Parkway, Monument Drive, and Fair Lakes Parkway.



Route 929 – Centreville Road

Buses will travel via McLearen Road, Towerview Road, Park Center Drive, EDS Drive, and Centreville Road to and from Kinross Circle.



Board Agenda Item
December 2, 2014

ACTION – 6

Authorization for Fairfax County to Enter into Various Agreements Related to Funding for Phase 2 of the Dulles Corridor Metrorail Project (Phase 2), Including Agreements with the United States Department of Transportation (USDOT) Relating to a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan

ISSUE:
Board adoption of the attached resolutions authorizing Fairfax County (County) to enter into agreements resulting in a TIFIA loan to the Economic Development Authority (EDA) to finance approximately $403.3 million of the County's share of the cost to construct Phase 2 of the Dulles Corridor Metrorail Project.

RECOMMENDATION:
The County Executive recommends adoption of the attached resolutions which collectively:

1. Authorize the execution and delivery of a TIFIA Loan Agreement by and among USDOT, the County, and the EDA in the approximate amount of $403.3 million including a moral obligation of the County to provide credit enhancement to the loan; County staff recommends $218.2 million of the loan to be repaid from the Dulles Rail Phase 2 Transportation Improvement District (Phase 2 District) and $185.1 million of the loan to be repaid from the County and Regional Transportation Projects Fund (C & I Fund), plus interest;
2. Authorize the execution and delivery of a Letter Agreement between USDOT and the County whereby the County agrees to construct, operate, and maintain the parking garages at the future Herndon and Innovation Center Metrorail stations;
3. Approve a form of a Trust Agreement between the EDA and a trustee;
4. Authorize the execution and delivery of a Support Agreement between the EDA and the County;
5. Authorize the execution and delivery of a Project Agreement by and between the County, the Phase 2 District, and the EDA; and
6. Authorize the execution and delivery of such other documents and agreements relating to these transactions as may be necessary or required.

TIMING:
Board action is requested on December 2, 2014 to meet USDOT's requirements to close on the TIFIA loan. The County currently anticipates closing on the TIFIA loan on December 16 and 17, 2014.

Board Agenda Item
December 2, 2014

BACKGROUND:
In July 2007, the County, Loudoun County (Loudoun), and the Metropolitan Washington Airports Authority (MWAA) (collectively, the Funding Partners) entered into an Agreement to fund the capital cost of construction of Metrorail in the Dulles Corridor (the Funding Agreement), which provides in general that the County, Loudoun, and MWAA (from funds other than Dulles Toll Road revenues) shall be responsible for 16.1%, 4.8%, and 4.1%, respectively, of the total capital cost of such construction, with the remaining 75% to be paid from tolls derived from the operation of the Dulles Toll Road, less contributions from other entities such as the Commonwealth of Virginia (Commonwealth) and the federal government.

In November 2011, in an effort to reduce the burden of the Phase 2 construction costs on Dulles Toll Road users, the Funding Partners, USDOT, the Commonwealth, and the Washington Metropolitan Area Transit Authority (WMATA) entered into a Memorandum of Agreement (MOA). Among other things, USDOT agreed to provide a credit subsidy for TIFIA loans to be made to the Funding Partners upon application and credit approval. TIFIA loans provide credit assistance to projects that are deemed of national and regional significance, and are highly competitive. The loans provide for a debt service repayment deferral option of up to five years after project completion, competitive interest rates, and flexible prepayment provisions of outstanding principal. The County and Loudoun in turn agreed to use their best efforts to seek additional funding sources (i.e., other than Funding Partner or Dulles Toll Road revenues) to pay the cost of certain features of Phase 2, like the parking garages to be located at certain Phase 2 Metrorail stations, including those within the County at the Herndon and Innovation Center stations.

In accordance with the invitation in the MOA for the Funding Partners to apply for TIFIA loans, the Funding Partners submitted a joint Letter of Interest (LOI) to USDOT requesting a $2.9 billion TIFIA loan for the Dulles Corridor Metrorail Project in October 2012. The Funding Partners' request was based on USDOT's updated criteria for a maximum 49% loan as a percent of the total project estimate of $5.9 billion for Phase 1 of the Dulles Corridor Metrorail Project (Phase 1) and Phase 2, and the respective Counties' agreement to use their best efforts to find other funding for the specified Phase 2 features. The TIFIA loan would allow MWAA to more effectively leverage Dulles Toll Road revenues and allow for a reduction in projected out-year toll rates while offering the counties a more flexible financing approach than the capital market.

In December 2012, USDOT notified the Funding Partners that a preliminary review of the LOI had been conducted on the request for $2.9 billion TIFIA loan. USDOT noted that the project would remain eligible for project funding, but at a maximum potential TIFIA loan amount not to exceed 33% of the total project estimate ($1.9 billion). This

update led to a series of discussions among staff of the Funding Partners on how to best allocate the revised $1.9 billion TIFIA loan amount. The goal was to achieve a balanced allocation of the TIFIA loan such that MWAA would be able to reduce forecasted tolls on the Dulles Toll Road, and also acknowledge the significant required contributions of the Counties.

The resulting staff consensus was that, of the total $1.9 billion TIFIA loan amount, MWAA would receive $1.3 billion (69%), Fairfax County would receive $403 million (21%), and Loudoun would receive $195 million (10%). This allocation was consistent with the objective of minimizing the impact on toll road users and fell within the $1.2-$1.4 billion range MWAA targeted in its financing plans. While the counties received smaller overall percentages of the $1.9 billion allocation, their allocations translate to approximately 45% of their respective total project costs which was a guiding principle in the group discussions. The staffs of each of the Funding Partners concluded that the goals of all parties were met by the proposed allocation of the TIFIA loan amount.

On May 7, 2013, County staff delivered a presentation on the TIFIA loan to the Board's Transportation Committee. The presentation included summary recommendations that were subsequently included as part of an Action Item approved by the Board on May 14, 2013. Both the presentation and the Action item described the two County funding sources proposed to be used to repay the TIFIA loan: the C & I Fund and the Phase 2 District.

On June 21, 2013, each of the Funding Partners provided a formal credit presentation to USDOT on the respective credits and loan structures proposed for repayment of the TIFIA loan. Following the credit presentation meeting, the County responded to a series of due diligence questions from USDOT and its financial advisors to provide background and details on the C & I Fund and the Phase 2 District. A negotiation in the Fall of 2013 resulted in term sheets for both the C & I Fund and the Phase 2 District that were intended to provide the basis for the legal documents required to close on the loan. The term sheets included provisions regarding key structural features of the loan such as the legal limitations on debt under Virginia's Constitution and State Code, maximum debt limits, provisions governing the setting of future tax rates, additional bond tests, financial policies governing the C & I Fund, debt service repayment dates, and mandatory prepayment provisions (applying only to the Phase 2 District).

Term sheet negotiations between USDOT and each of the Funding Partners concluded in early February 2014, resulting in a formal invitation to each Funding Partner to apply for a TIFIA loan on February 24, 2014. The County submitted its TIFIA application to USDOT reflecting the term sheet negotiations and the associated attachments on March 27, 2014. USDOT acknowledged receipt of a complete application on April 9, 2014. On May 9, 2014, USDOT formally approved each partner's TIFIA loan application, which completed the financial review and approval process for the Project,

and began the process of translating the negotiations into legal documents. The Funding Partners have since been coordinating with USDOT, their respective legal counsels, and financial advisors to work toward closing dates on their respective TIFIA loans.

The County's original proposal tied the repayment obligation of specific portions of the County's TIFIA Loan to either the C&I Fund or Phase 2 District revenues, subject to appropriation. However, in the course of the negotiations and legal discussions USDOT sought provisions which, in some cases, County staff believed would not be legal under applicable Virginia law or would be unduly burdensome and intrusive on the County.

Accordingly, County staff proposed a revised structure, which is reflected in the documents before the Board today. This structure reflects a single TIFIA loan of $403.3 million, for which the repayment obligation would be on the entire resources of the County (i.e., moral obligation), subject to appropriation by the Board. This change resulted in the particular source of repayment funds no longer being a matter covered in the Loan Agreement with USDOT. However, the proposed plan of finance within the Project Agreement (Attachment 5) between the County, EDA, and Phase 2 District provides that Phase 2 District revenues will be responsible for repaying $218.2 million of the total $403.3 million TIFIA loan and C & I Fund revenues will be used to pay back the remaining $185.1 million.

To close on the TIFIA loan, two credit rating agencies will need to assign public credit ratings on the loan. These ratings are anticipated during the week of December 8, 2014 and expected to be in the AA category.

Phase 2 District – $218.2 million repayment of the TIFIA Loan

The Phase 2 District will provide $330 million toward the County's contribution for construction of Phase 2 of the Silver Line project, per the terms of the landowners' petition. Of the total $403.3 million in the TIFIA loan, $185.1 million is allocated to the C & I Fund and the remaining balance of $218.2 million will be repaid from revenues generated by the Phase 2 District. Of the $330 million total available from the Phase 2 District, the balance of $111.8 million not allocated to the TIFIA loan, will be provided through either a public revenue bond sale or a cash contribution from accrued tax district collections.

Item	Amount
Phase 2 District	$330M
Less District Bond Sale / cash contribution (non-TIFIA)	$111.8M
Less TIFIA Loan to Phase 2 District	$218.2M
Net Balance	$0

The tax rate for the Phase 2 District, per the landowners' petition, was modeled on a ladder approach initially set at 5 cents per $100 of assessed value in FY 2011. The rate then increased by 5 cents per $100 of assessed value per fiscal year until reaching 20 cents per $100 of assessed value, effective FY 2014. The tax rate for FY 2015 remains at 20 cents per $100 of assessed value and will remain at that level until anticipated rail revenue service begins in 2018. TIFIA's debt service deferral payment option allows the Phase 2 District to accumulate growth in assessed value and tax collections for the duration of project construction and for five years after substantial completion. This approach mirrors the financing strategy used for the Phase 1 District, which contributed over $100 million in cash contributions, minimizing the amount of debt incurred to build Phase 1.

The projected annual debt service costs on a $218.2 million TIFIA loan allocation to the Phase 2 District is approximately $17.7 million, assuming current TIFIA interest rates. Per the terms of the Loan Agreement, principal amortization commences with level debt service payments beginning in FY 2024 and ending in FY 2046. This debt service will be repaid from the Phase 2 District revenues which are currently budgeted at $14.5 million in FY 2015, reflecting a tax rate of 20 cents per $100 of assessed value. Conservative forecasting of assessed values projects out-year revenue beginning in 2024 for the Phase 2 District to be in excess of $20 million, thereby adequately meeting the projected annual debt service costs.

As noted previously, USDOT is making a single loan of $403.3 million to the County pursuant to a single loan agreement. Consistent with the C & I Fund portion of the TIFIA loan (referenced in the following section), the County's moral obligation will apply to the Phase 2 District. Provided all debt service payments on $218.2 million of the TIFIA loan are paid out of the Phase 2 District, this will not affect the County's treatment of its 10% debt ratio limit as this limit is calculated from General Fund debt service obligations. A pro rata share of the debt service reserve fund for the TIFIA loan will be filled by existing Phase 2 District cash as draws occur on the TIFIA loan. When fully funded, the debt service reserve fund equates to the maximum annual debt service of $17.7 million, assuming current TIFIA interest rates. The reserve requirements will be made from the $43.4 million in existing cash accumulated via tax collections currently in the fund.

C & I Fund - $185.1 million repayment of the TIFIA Loan

The County's estimated share of the total baseline cost to construct the Dulles Corridor Metrorail Project will be $915.1 million. Per the terms of the respective petitions submitted to the Board of Supervisors by landowners to establish the Phase 2 District and the Phase 1 Dulles Rail Transportation Improvement District (Phase 1 District), tax revenues from those two districts together will cover $730 million of that cost, resulting in an estimated additional $185.1 million contribution needed from the County.

County Silver Line Estimated Baseline Cost	$915.1M
Less Phase 1 District – paid	($400M)
Less Phase 2 District	($330M)
Net to be paid from C & I Fund	$185.1M

The C & I Fund generates approximately $51 million annually based on the tax rate of 12.5 cents per $100 of assessed value levied on commercial and industrial properties in the County. Staff recommends this fund to cover the County's remaining $185.1 million contribution to the project after the $400 million from the Phase 1 District and after the $330 million contribution from the Phase 2 District. This fund is also in receipt of the County's annual Northern Virginia Transportation Authority (NVTA) 30% share of transportation funding, but none of the NVTA 30% funds will be used for repayment of the TIFIA loan. The use of the C & I Funds to support a portion of the Dulles Corridor Metrotrail Project was taken into account when the Board adopted its Six Year Transportation Priorities Plan on January 28, 2014. No projects in other areas of the County will be affected by this financing structure.

The projected annual debt service cost of $185.1 million is approximately $15 million, assuming current TIFIA interest rates. TIFIA's loan repayment structure provides for a deferral option on debt service payments during construction up to five years after substantial project completion. The project is expected to be substantially complete in 2018, and debt service payments would begin in 2023 (FY 2024). Per the terms of the loan agreement, TIFIA loan principal is amortized on a level debt service basis, beginning in FY 2024 and ending in FY 2046. Debt service would likely be required as early as FY 2014 for project costs if TIFIA funding was not available. The deferral option makes approximately $70 million in C & I funds available for other countywide projects, instead of debt service, over the FY 2014-2023 timeframe.

As part of initial loan agreement negotiations related to the C & I Fund, USDOT requested that all C & I tax collections be swept to a trustee twice annually as part of annual tax collections in July and December. The balance less the next debt service payment would then be returned to the County for ongoing transportation project requirements. This "flow of funds" provision was not acceptable to the County and presented legal challenges with the County's annual receipt of NVTA funding. To avoid burdensome restrictions on the use of the C & I Fund the County agreed to provide a moral obligation to enhance the entire TIFIA loan that would be structured in similar fashion to the County's moral obligation on the State Route 28 Highway Transportation Improvement District bonds. This moral obligation structure provides that shortfalls in a debt service reserve fund, if any, would be refilled by a General Fund appropriation. USDOT accepted the County's moral obligation as a significant credit enhancement, and thereby eliminated the legal and other problems with the flow of funds. Provided all debt service payments are made from the C & I Fund, this will not impact the County's treatment toward its 10% debt ratio limit as this limit is calculated from General Fund

debt service obligations. A pro rata share of the debt service reserve fund for the TIFIA loan will be filled by existing revenues available in the C & I Fund as draws occur on the TIFIA loan. Further, this funding will not displace any Board approved transportation projects. When fully funded, the debt service reserve fund equates to a maximum annual debt service of $15 million, assuming current TIFIA interest rates. Any unused portion of this debt service reserve will be returned to the C & I Fund when the TIFIA loan is repaid.

Phase 2 Fairfax County Parking Garages – Herndon and Innovation Center

The Letter Agreement between USDOT and the County (Attachment 4) sets forth the agreement between USDOT and the County regarding the County's construction of the parking garages at the Herndon and Innovation Center Metrorail Stations. Upon completion, the County would own, operate, and maintain the two parking garages. The County plan of finance for construction of the garages required coordination with WMATA to amend the existing surcharge agreement, which provides for surcharge revenues to be collected at Metrorail parking facilities in the County and then disbursed to the County.

The current parking fee at the existing Metrorail facilities in the County operated by WMATA is composed of two parts: (1) a base fee used to pay for operation and maintenance costs; (2) a surcharge that is used to pay the outstanding debt service on existing Metrorail parking facilities. Under the prior surcharge agreement, WMATA held the collected surcharge revenue and disbursed it upon the County's request. On October 23, 2014, the WMATA Board formally amended the surcharge agreement. On October 28, 2014, the Fairfax County Board then approved the amendments to the surcharge agreement which transferred custody of the surcharge revenues from WMATA to the County. In addition to the surcharge revenues, the County will receive all parking fees collected at the Herndon and Innovation Center Parking Garages.

The total current project estimate for the Herndon and Innovation Center Parking garages is $58,700,000 and $57,000,000, respectively. Design funding appropriated through the *FY 2014 Carryover Review* in the County and Regional Transportation Projects Fund (40010) for the Herndon Parking Garage (TF-000020) and Innovation Center Parking Garage (TF-000021) equates to $7,800,000 and $11,700,000, respectively. The balance of the total project estimate is recommended to be financed by EDA Parking System Revenue Bonds. Metrorail parking facility surcharge revenue and County parking fees will be used to pay debt service, operations, and maintenance on the two new parking garages. This credit structure is similar to a financing structure that was used to construct the County's Huntington, Vienna I, and Vienna II parking garages. Surcharge revenues were also used to partially fund Metrorail parking garages at the Franconia-Springfield and West Falls Church Metrorail Stations through cash payments. Under the current County timeline, the EDA Parking System Revenue

Bonds are anticipated to be sold in winter 2016 and construction completed in spring 2018.

Per the terms of the Letter Agreement with USDOT, the County agrees to complete the parking garages by the WMATA-announced start date of revenue service for Phase 2. If the County does not meet this deadline, it is required to prepay any drawn portion of the TIFIA loan plus accrued interest. In the unlikely event the County does not complete construction of the parking garages by the agreed-upon date, staff would recommend a public sale of bonds backed by the County and Regional Transportation Projects Fund (40010) to repay the TIFIA loan. The County timeline provides for the construction of the garages well in advance of Phase 2 revenue service and does not anticipate any mandatory prepayment of the TIFIA loan.

The Letter Agreement also provides for an uncontrollable force provision (i.e., force majeure) clause, whereby the County would not be held liable for any construction delay to either parking garage that was the result of certain circumstances beyond the control of the County, such as a natural disaster. Lastly, USDOT provided language in the letter agreement confirming that no TIFIA loan proceeds have or will be used for the parking garages. Thus, the parking garages have neither been selected nor designated a federally funded project. This provision was requested by the County to ensure the parking garages would not be subject to federal regulation and oversight, which could cause a significant increase to the cost of constructing the garages and jeopardize the County's current plan of finance and project schedule.

Approvals by the Phase 2 District Commission and the EDA

County staff provided an overview of the TIFIA loan to the Phase 2 District Advisory Board on August 26, 2014, and to the Phase 2 District Commission on November 25, 2014. The Phase 2 District Commission approved the form of Project Agreement (Attachment 5) by resolution, which memorializes the $330 million contribution as reflected in the landowners' petition to pay for Phase 2 costs of the Silver Line and the allocation of a share ($218.2 million) of the TIFIA loan repayment obligation to the Phase 2 District. The EDA is scheduled to meet on December 11, 2014 and will be asked to approve all the attached documents in this Board Action Item. Provided the Board takes the actions recommended herein by the County Executive, and the EDA acts on the attached documents on December 11, 2014, County staff will have all authorizations necessary to close on the TIFIA loan currently scheduled to occur on December 16 and 17, 2014.

FISCAL IMPACT:
The County will receive a single TIFIA loan with USDOT totaling $403.3 million. The Dulles Rail Phase II Transportation Improvement District Fund (40120) will provide

repayment of $218.2 million of the TIFIA loan with projected annual debt service payments of $17.7 million beginning in FY 2024 through FY 2046. The County and Regional Transportation Projects Fund (40010) will provide repayment of $185.1 million of the TIFIA loan with projected annual debt service payments of $15 million beginning in FY 2024 through FY 2046. The County is also required to pay $200,000 to USDOT for financial and legal review of its TIFIA loan to date. USDOT has noted that additional costs may be incurred up to the date of financial closing. These invoices will be paid out of the County's Consolidated Debt Service Fund (20000).

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Resolution to be adopted by the Board authorizing the County to enter into the Loan Agreement (Attachment 3), the Support Agreement (Attachment 7), and to approve the form of the Trust Agreement (Attachment 6)
Attachment 2: Timeline
Attachment 3: United States Department of Transportation TIFIA Loan Agreement
Attachment 4: United States Department of Transportation Letter Agreement
Attachment 5: Project Agreement
Attachment 6: Trust Agreement
Attachment 7: Support Agreement
Attachment 8: Proposed Resolution to be adopted by the Board authorizing the County to enter into the Letter Agreement (Attachment 4)
Attachment 9: Proposed Resolution to be adopted by the Board authorizing the County to enter into the Project Agreement (Attachment 5)

STAFF:
Edward L. Long, Jr., County Executive
Susan W. Datta, Chief Financial Officer
Robert Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Mark Canale, Dulles Rail Project Manager, Department of Transportation
James McGettrick, Office of the County Attorney
Patricia McCay, Office of the County Attorney
Joseph LaHait, Debt Coordinator, Department of Management and Budget
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, Department of Transportation

Attachment 1

RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS REVENUE BOND (SILVER LINE PHASE II PROJECT) SERIES 2014, APPROVING A FORM OF A TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FORM OF A SUPPORT AGREEMENT BETWEEN THE AUTHORITY AND THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A FORM OF A LOAN AGREEMENT BY AND AMONG THE AUTHORITY, THE COUNTY AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the County has made an approximately $515,000,000 financial commitment (the "Commitment") for a portion of the cost of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (the "Phase II Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia and the Metropolitan Washington Airports Authority; and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement in part from amounts received by the Fairfax County Economic Development Authority ("EDA") from proceeds of a draw down loan (the "TIFIA Loan") provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 and all under the terms of a Loan Agreement by and among EDA, the County and USDOT (the "Loan Agreement"); and

WHEREAS, the Board has determined to approve the form of a trust agreement (the "Trust Agreement") between EDA and a trustee, that will provide for the issuance and security for a bond (the "Bond") to be designated "Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project), Series 2014", such bond to be executed and delivered to USDOT as evidence of EDA's obligation to repay the TIFIA Loan; and

WHEREAS, there has been presented to the Board a proposed Support Agreement (the "Support Agreement") between EDA and the County by the terms of which (i) EDA will advance the proceeds of the Bond in the form of TIFIA Loan advances and the County will agree to make County Payments (as defined in the Support Agreement) thereof, on the terms and condition therein set forth, sufficient to make (i) any principal and interest payments on the Bond, (ii) any payments required to replenish the debt service reserve fund established in the Trust Agreement and (iii) any related expense payments; and

WHEREAS, the Board has duly reviewed and considered the forms of the Loan Agreement, the Letter Agreement, the Trust Agreement and the Support Agreement and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the

County (each, a "Delegate") the power to approve the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. The TIFIA Loan is hereby approved, subject to the terms of the Loan Agreement and with an interest rate on its outstanding principal amount not to exceed 5.0%.

SECTION 2. EDA is hereby requested to authorize and issue the Bond in an aggregate principal amount up to $403,274,894 (excluding capitalized interest incurred pursuant to the Loan Agreement) for the purpose of financing a portion of the Phase II Project, as provided in the Trust Agreement; such Bond is requested to be executed and delivered by EDA to USDOT pursuant to the terms of the Loan Agreement and the Trust Agreement.

SECTION 3. The forms of the Trust Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the Bond and for the receipt, custody, pledge and application of Pledged Revenues (as defined in the Trust Agreement), is hereby approved in such form and containing substantially the terms and provisions therein set forth.

SECTION 4. The form of the Support Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Support Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Support Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 5. The form of the Loan Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County, if appropriate, be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Loan Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Loan Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 6. The execution and delivery by a Delegate of the Support Agreement and the Loan Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 7. The members, officers, legal counsel, agents and employees of the Board and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Bond, the Trust Agreement, the Support Agreement and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bond, the Trust Agreement, the Support Agreement and the Loan Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 8. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 9. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 10. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement.

SECTION 11. This Resolution shall take effect immediately upon its adoption.

Date	Item
July 26, 2014	Silver Line Phase 1 Passenger/Revenue Service
October 9, 2014	WMATA Finance and Administration Subcommittee amends Surcharge Agreement
October 23, 2014	WMATA Board amends Surcharge Agreement
October 28, 2014	Board of Supervisors authorizes advertisement of Public Hearing on parking garage plan of finance for 11/18/14 & Approves amendment to Surcharge Agreement with WMATA
November 18, 2014	Board of Supervisors holds public hearing to adopt parking garage plan of finance; Request for EDA adoption of bond resolution, approval of loan documents
November 25, 2014	Phase 2 Tax District Commission – approval of TIFIA Project Agreement
December 2, 2014	Board of Supervisors approval of TIFIA loan documents
December 3, 2014	Send TIFIA loan documents to EDA
December 10, 2014	Receive Bond Ratings on TIFIA loan
December 11, 2014	Special meeting of EDA to approval TIFIA loan documents
December 16 &17, 2014	Financial closing on TIFIA Loan

Attachment 3

UNITED STATES
DEPARTMENT OF TRANSPORTATION

TIFIA LOAN AGREEMENT

For Up to $403,274,894

With

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

And

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

For the

DULLES CORRIDOR METRORAIL PROJECT (TIFIA – 2014-1003A)

Dated as of December [__], 2014

ACTIVE 204200663v.3

Attachment 3

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EXHIBIT I – Sections 502 and 503 of the Trust Agreement

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Attachment 3

TIFIA LOAN AGREEMENT

THIS TIFIA LOAN AGREEMENT (this "**Agreement**"), dated as of December [__], 2014, is by and among **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "**State**"), with an address of 8300 Boone Boulevard, Vienna, Virginia 22182 (the "**Borrower**"), the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 ("**Fairfax County**"), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator (the "**Administrator**"), with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590 (the "**TIFIA Lender**").

RECITALS:

WHEREAS, the Congress of the United States of America has found that a well-developed system of transportation infrastructure is critical to the economic well-being, health and welfare of the people of the United States and, in furtherance thereof, has enacted the Transportation Infrastructure Finance and Innovation Act of 1998 ("**TIFIA**"), § 1501 *et seq*. of Public Law 105-178 (as amended by Public Law 105-206, Public Law 109-59 and Public Law 112-141) (the "**Act**"), as codified as 23 U.S.C. § 601 *et seq*.; and

WHEREAS, Section 603 of the Act authorizes the TIFIA Lender to enter into agreements with one or more obligors to make secured loans; and

WHEREAS, the Borrower, at the direction of Fairfax County, has requested that the TIFIA Lender make a secured loan to the Borrower, pursuant to the Act, in a principal amount not to exceed $403,274,894 (excluding capitalized interest) (the "**TIFIA Loan**") to be used to pay a portion of the Eligible Project Costs (as defined herein) related to Phase 2 (as defined herein) pursuant to the Borrower's application for TIFIA credit assistance dated March 27, 2014 (the "**Application**"); and

WHEREAS, on April 30, 2014, the Secretary (as defined herein) approved TIFIA credit assistance to the Borrower for the Project (as defined herein) in the form of a direct loan in an aggregate principal amount not to exceed $403,274,894; and

WHEREAS, the TIFIA Lender is prepared to extend credit upon the terms and conditions hereof;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the TIFIA Bond (as defined herein) in accordance with the terms and provisions hereof and thereof; and

WHEREAS, the TIFIA Lender has entered into this Agreement in reliance upon, among other things, the Base Case Projections (as defined herein) delivered by Fairfax County; and

WHEREAS, on August 20, 2014, the TIFIA Lender extended credit to MWAA (as defined herein) to support contributions to be made by MWAA towards Total Project Costs (as defined herein) for Phase 2 (defined herein), subject entirely to the terms and conditions of the MWAA TIFIA Loan Agreement (as defined herein); and

WHEREAS, on December [__], 2014, the TIFIA Lender extended credit to the Economic Development Authority of Loudoun County (as defined herein) to support contributions to be made by Loudoun County (as defined herein) towards Eligible Project Costs incurred for Phase 2, subject entirely to the terms and conditions of the Loudoun TIFIA Loan Agreement (as defined herein); and

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and among the Borrower, Fairfax County and the TIFIA Lender as follows:

SECTION 1. Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement on the Effective Date, whether or not such agreement remains in effect.

"**2007 Funding Agreement**" means that certain Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor, dated as of July 19, 2007, among MWAA, Fairfax County and Loudoun County.

"**2011 MOA**" means that certain Memorandum of Agreement, executed in December 2011, among MWAA, the United States Department of Transportation, the State, Fairfax County, Loudoun County and WMATA.

"**Act**" means the Act as defined in the recitals hereto. In addition, the Act includes those sections of law which are codified in Title 23, United States Code.

"**Administrator**" has the meaning provided in the preamble hereto.

"**Agreement**" has the meaning provided in the preamble hereto.

"**Anticipated TIFIA Loan Disbursement Schedule**" means the schedule set forth as Exhibit B to this Agreement, reflecting the anticipated disbursement of proceeds of the TIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(d).

"**Application**" has the meaning provided in the recitals hereto.

"**Appropriated Funds**" means general revenues or other funds of Fairfax County, including amounts from the General Fund, that are budgeted, appropriated and made available by Fairfax County to the Borrower for the purpose of providing for the payment of amounts required to be paid by the Borrower under the Trust Agreement, the Support Agreement or this Agreement.

"**Bank Secrecy Act**" means the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder.

"**Bankruptcy Related Event**" means, with respect to any Borrower Related Party, (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of such Borrower Related Party or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for such Borrower Related Party or for a substantial part of the assets thereof and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; (b) such Person shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, (iii) solely with respect to the Borrower, fail to make two (2) consecutive payments of TIFIA Debt Service required to have been paid pursuant to the provisions of Section 9, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (vi), inclusive, of this clause (b), or (viii) take any action for the purpose of effecting any of the foregoing; (c) solely with respect to the Borrower, (i) the Trustee shall commence a process pursuant to which all or a substantial part of the Trust Estate may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the TIFIA Bond, or (ii) the Trustee shall commence a process pursuant to which all or a substantial part of the Trust Estate may be sold or otherwise disposed of pursuant to a sale or disposition of such Trust Estate in lieu of foreclosure; or (d) solely with respect to the Borrower, the Trustee shall transfer, pursuant to directions issued by the Bond Owners, funds on deposit in any of the Funds upon the occurrence and during the continuation of an Event of Default under the Trust Agreement for application to the prepayment or repayment of any principal amount of the TIFIA Bond, other than in accordance with the provisions of the Trust Agreement.

"**Base Case Financial Model**" means a financial model prepared by Fairfax County forecasting (a) Appropriated Funds and (b)(i) the Required Percentage of expenditures for Phase 2 and (ii) Fairfax County's other funding obligations in respect of the Project pursuant to the Funding Agreements, in each case, for time periods through the final maturity of the TIFIA Loan and based upon assumptions and methodologies provided by Fairfax County and acceptable to the TIFIA Lender, and which shall be provided to the TIFIA Lender as a fully functional Microsoft Excel-based financial model.

"**Base Case Projections**" means the initial forecast, prepared as of the Effective Date using the Base Case Financial Model, for (a) Appropriated Funds and (b)(i) the Required Percentage of expenditures for Phase 2 and (ii) Fairfax County's other funding obligations in

respect of the Project pursuant to the Funding Agreements, in each case, for time periods through the final maturity of the TIFIA Loan and based upon assumptions and methodologies provided by Fairfax County and acceptable to the TIFIA Lender.

"**Board of Supervisors**" means the Board of Supervisors of Fairfax County, the governing body of Fairfax County, and its successors and assigns.

"**Bond Owner**" has the meaning provided in the Trust Agreement.

"**Borrower**" has the meaning provided in the preamble hereto.

"**Borrower Related Party**" means, individually or collectively, the Borrower and Fairfax County.

"**Borrower's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 26.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, Fairfax County, Baltimore, Maryland, or in the jurisdiction in which the corporate trust office of the Trustee is located.

"**Calculation Date**" means each April 1 and October 1 occurring after the Effective Date.

"**Calculation Period**" means a twelve (12) month period ending on a Calculation Date.

"**Capitalized Interest Period**" means the period from (and including) the Effective Date to (but excluding) the Debt Service Payment Commencement Date.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Construction Fund**" means the "Phase II Construction Fund" created and so designated by Section 401 of the Trust Agreement.

"**County Fiscal Year**" means (a) as of the Effective Date, a fiscal year of Fairfax County commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year or (b) such other fiscal year as Fairfax County may hereafter adopt with thirty (30) days' prior written notice to the TIFIA Lender.

"**County's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 26.

"**CPI**" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted), or its successor, published by the Bureau of Labor Statistics, with, unless otherwise specified herein, January 2014 as the base period.

"**Credit Facility**" means a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility.

"**Debt Service Requirements**" means, for any County Fiscal Year, the aggregate of the Principal and Interest Requirements on the TIFIA Bond for such County Fiscal Year.

"**Debt Service Payment Commencement Date**" means October 1, 2023.

"**Debt Service Payment Period**" the period commencing on the Debt Service Payment Commencement Date and ending on the Final Maturity Date (or on such earlier date as the TIFIA Loan shall be paid in full).

"**Debt Service Fund**" means the "Debt Service Fund" created and so designated by Section 502 of the Trust Agreement.

"**Dedicated Revenues**" means (a) all Appropriated Funds and (b) all income derived from Investment Obligations held in any Fund.

"**Default Rate**" means an interest rate of 200 basis points above the TIFIA Interest Rate.

"**EDA Act**" means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, (and other applicable law), including the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 Code of Virginia of 1950, as amended.

"**Effective Date**" means the date of this Agreement.

"**Eligible Project Costs**" means amounts in the Project Budget (other than financing costs), substantially all of which are paid or incurred by or for the account of Fairfax County in connection with the Project, all of which shall arise from the following:

(a) development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, replacement, and acquisition of real property (including land related to the Project and improvements to land), environmental mitigation, construction contingencies, and acquisition of equipment; or

(c) capitalized interest necessary to meet market requirements, reasonably required reserve funds and other carrying costs during construction, but excluding any and all financing costs;

provided, however, that Eligible Project Costs must be consistent with 23 U.S.C. § 601 *et seq.*, 49 U.S.C. § 5302(3), the Standard Cost Categories (SCC) described in **Schedule I**, and all other applicable federal law. Eligible Project Costs do not include costs related to the Parking Facilities, including land acquisition, design or construction.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**" means, with respect to any Borrower Related Party, any trade or business (whether or not incorporated) that, together with such Borrower Related Party, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**Event of Default**" has the meaning provided in Section 20(a).

"**Event of Non-Appropriation**" has the meaning set forth in Section 41.

"**Fairfax County**" has the meaning provided in the preamble hereto.

"**Fairfax County Executive**" means the County Executive of Fairfax County, or any person succeeding to the principal function thereof.

"**Fairfax County Letter Agreement**" means that certain Letter Agreement, dated as of the date hereof, between Fairfax County and the TIFIA Lender.

"**FFY**" has the meaning provided in Section 29(a).

"**FHWA**" means the Federal Highway Administration, an agency of USDOT.

"**Final Maturity Date**" means April 1, 2046.

"**Financial Plan**" means the financial plan to be delivered within sixty (60) days after the Effective Date in accordance with Section 22(a) and any updates thereto required pursuant to Section 22(a).

"**Financial Statements**" has the meaning provided in Section 14A(q).

"**Fixed Level Payment**" has the meaning provided in Section 9(c)(ii).

"**FTA**" means the Federal Transit Administration, a modal agency of USDOT.

"**FTA Regional Office**" means Regional Office III of the FTA, located at 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124.

"**Funds**" means any of the Funds established in the Trust Agreement.

"**Funding Agreements**" means (a) the 2007 Funding Agreement, (b) the 2011 MOA and (e) the Phase 2 Funding Procedure.

"**GASB**" means generally accepted accounting principles for state and local governments, which are the uniform minimum standards of and guidelines for financial accounting and reporting prescribed by the Governmental Accounting Standards Board.

"**General Fund**" means the primary tax and operating fund for Fairfax County governmental activities used to account for all Fairfax County revenues and expenditures that are not accounted for in other funds and that are used for the general operating functions of Fairfax County agencies.

"**Government**" means the United States of America and its departments and agencies.

"**Governmental Authority**" means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America or its territories or possessions, including the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts "on behalf of" any of the foregoing, whether as an agency or authority of such body.

"**Hedging Transaction**" means any interest rate protection agreement, interest rate swap transaction, interest rate "cap", "collar" or "floor" transaction, interest rate future, interest rate option or other hedging arrangement.

"**Insolvency Laws**" means the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

"**Investment Grade Rating**" means a public rating no lower than 'BBB-', 'Baa3' or the equivalent public rating from a Nationally Recognized Rating Agency.

"**Investment Obligations**" has the meaning provided in the Trust Agreement.

"**Lien**" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement. any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under applicable law.

"**Loan Amortization Schedule**" means the Loan Amortization Schedule reflected in the applicable column of **Exhibit G**, delivered pursuant to Section 9(f), as amended from time to time in accordance with Section 7, Section 9(c), Section 9(f) and Section 10(c).

"**Loudoun County**" means the county of Loudoun, Virginia, a political subdivision of the State.

"**Loudoun TIFIA Loan Agreement**" means the TIFIA Loan Agreement for up to $195,072,507, dated as of December [__], 2014, among the TIFIA Lender, the Economic Development Authority of Loudoun County and Loudoun County for the Dulles Corridor Metrorail Project (TIFIA - 2014-1006A).

"**MADS**" means, as of any date of calculation, the maximum amount of the Debt Service Requirements scheduled to become due in respect of the TIFIA Bond, in the aggregate, during the current or any future County Fiscal Year.

"**Material Adverse Effect**" means a material adverse change in (a) the Project (until care, custody and control for Phase 1 and Phase 2 have been irrevocably transferred to WMATA and neither Fairfax County nor the Borrower has any further material obligations in respect of the Project) or the Dedicated Revenues, (b) the business, operations, properties, condition (financial or otherwise) or prospects of any Borrower Related Party (other than any change that would not reasonably be expected to affect the ability of such Borrower Related Party to enter into or deliver, or perform or comply with its obligations under, any of the Related Document), (c) the legality, validity or enforceability of any material provision of any Related Document, (d) the ability of any Borrower Related Party to perform any of its material obligations under any Related Document to which it is a party, (e) the validity or priority of the Liens provided under the Trust Agreement Documents on the Trust Estate in favor of the Secured Parties or (f) the TIFIA Lender's rights or remedies available under any TIFIA Loan Document.

"**MWAA**" means Metropolitan Washington Airports Authority.

"**MWAA Indenture**" means the Master Indenture of Trust, dated as of August 1, 2009, by and between MWAA and the MWAA Trustee, securing Dulles Toll Road Revenue Bonds, as may be amended or supplemented.

"**MWAA TIFIA Loan Agreement**" means the TIFIA Loan Agreement for up to $1,278,000,000, dated as of August 20, 2014, between the TIFIA Lender and MWAA for the Dulles Corridor Metrorail Project (TIFIA – 2014-1002A).

"**MWAA Trustee**" means Manufacturers and Traders Trust Company, a New York banking corporation with trust powers, in its capacity as trustee for the MWAA bondholders under the MWAA Indenture, or any successor trustee appointed pursuant to the terms of the MWAA Indenture.

"**Nationally Recognized Rating Agency**" means Standard & Poor's Rating Group, Moody's Investors Service, Inc., Fitch Ratings or any other nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**Organizational Documents**" means (a) the constitutional and statutory provisions that are the basis for the existence and authority of such Governmental Authority, including any statutes or ordinances establishing such Person, (b) the bylaws, code of regulations or other operating procedures or other constitutional documents that may have been adopted by such Person and (c) any other organic laws, statutes, public charters or constitutional documents by which such Person and its powers, securities, bonds, notes and other obligations, and its operations and procedures are governed or from which such powers are derived.

"**Outstanding TIFIA Loan Balance**" means the aggregate principal amount drawn by the Borrower and then outstanding (including capitalized interest) with respect to the TIFIA Loan, as determined in accordance with Section 7.

"**Parking Facilities**" means the two (2) parking structures to be constructed by Fairfax County, located at or adjacent to the new rail stations at Herndon and Innovation Center planned as part of Phase 2. The Parking Facilities, which are classified as "Concurrent Non-Project Activities" by the FTA, are not part of the Project and no proceeds from the TIFIA Loan or other federal sources will be used to fund the Parking Facilities.

"**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and all regulations promulgated thereunder.

"**Payment Default**" has the meaning set forth in Section 20(a)(i).

"**Payment Period**" means any period of six (6) months that ends on a Semi-Annual Payment Date, commencing with the six (6) month period ending on the Debt Service Payment Commencement Date.

"**Person**" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority.

"**Phase 1**" means the design and construction of the initial 11.7 miles of the Project, known as the Silver Line, from a new junction with the existing Metrorail Orange Line just east of the West Falls Church Station through Tysons Corner to just west of Wiehle Avenue in Reston, VA. Phase 1 includes five new stations (McLean, Tysons Corner, Greensboro, Spring Hill, and Wiehle-Reston East), improvements to the existing West Falls Church Service and Inspection Yard, tail tracks beyond the Wiehle-Reston East Station and the procurement of sixty-four new railcars. The project scope also includes traction power substations, tie-breaker stations, a communication system, crossovers, Kiss & Ride facilities, entrance pavilions, pedestrian bridges, real estate acquisition, utility relocation, environmental mitigation, financing, startup and testing for revenue service, and other elements necessary to achieve Project implementation.

"**Phase 2**" means the design and construction of another 11.4 miles of the Silver Line from the end of the Phase 1 tail tracks in Fairfax County through the Dulles International Airport to Route 772 in Loudoun County. Included in Phase 2 are six new stations (Reston Town Center, Herndon, Innovation Center, Washington Dulles International Airport, Route 606, and Route 772), a new Service and Inspection Yard at Dulles International Airport, and the procurement of sixty-four new railcars. The project scope also includes traction power substations, tie-breaker stations, a communication system, crossovers, Kiss & Ride facilities, entrance pavilions, pedestrian bridges, real estate acquisition, utility relocation, environmental mitigation, startup and testing for revenue service, and other elements necessary to achieve Project implementation. Phase 2 does not include the Parking Facilities or the "Parking

Facilities" (as defined in the Loudoun TIFIA Loan Agreement), which garages are classified as "Concurrent Non-Project Activities" by the FTA.

"**Phase 2 Funding Procedure**" means that certain Phase 2 Funding Procedure, among MWAA, Fairfax County and Loudoun County, a form of which is attached as **Exhibit F**.

"**Principal and Interest Requirements**" has the meaning provided in the Trust Agreement.

"**Project**" means a 23.1-mile double-track heavy rail project in the Dulles Corridor of Northern Virginia. The corridor follows the alignment of the Dulles Connector Road to Route 123, south to Route 7, west to the Dulles International Airport Access Highway within Fairfax County, through Dulles International Airport, north to the Dulles Greenway, and west to Route 772 in Loudoun County. The Project has two phases of design and construction, Phase 1 and Phase 2, as defined herein. The Project also includes roadway modifications to Route 7 to reduce congestion and improve safety for motorists, including elimination of the service roads and provision of an additional (fourth) lane to accommodate both through and right-turning traffic into adjacent properties. The Project does not include the Parking Facilities or the "Parking Facilities" (as defined in the Loudoun TIFIA Loan Agreement), which garages are classified as "Concurrent Non-Project Activities" by the FTA.

"**Project Budget**" means the budget for the Project, reflecting an aggregate amount of Eligible Project Costs for Phase 1 totaling $2,905,695,293 and an aggregate amount of Eligible Project Costs for Phase 2 totaling $2,778,235,564, which budget is attached to this Agreement as **Schedule I** and shows a summary of all such Eligible Project Costs and the estimated sources and uses of funds for Phase 1 and Phase 2, as amended from time to time with the approval of the TIFIA Lender.

"**Project Construction Period**" means the period from the Effective Date through the Substantial Completion Date.

"**Project Development Default**" means MWAA fails to (a) diligently prosecute the work related to Phase 2 or (b) achieve Substantial Completion in accordance with the financial plan delivered by MWAA under the MWAA TIFIA Loan Agreement, as the same may be amended from time to time with the consent of the TIFIA Lender, and after giving effect to any extension by MWAA of the date for Substantial Completion with the consent of the TIFIA Lender.

"**Reimbursement Claims Package**" or "**RCP**" has the meaning provided in the Phase 2 Funding Procedure.

"**Related Documents**" means the Trust Agreement Documents and the TIFIA Loan Documents.

"**Required Percentage**" means such percentage of the total costs of Phase 2 required for Fairfax County to fund sixteen and one-tenth percent (16.1%) of the total costs of the Project.

"**Requisition**" has the meaning provided in Section 4(a).

"**Reserve Fund**" means the "Reserve Fund" created and so designated by Section 501 of the Trust Agreement.

"**Reserve Fund Deficiency**" means, at any time, the positive difference (if any) of (a) the Reserve Fund Requirement less (b) the amount then on deposit and available in the Reserve Fund.

"**Reserve Fund Requirement**" means as of any date of calculation, an amount of cash, securities or a combination thereof (which shall be required to be on deposit in the Reserve Fund in the form of Investment Obligations), equal to MADS.

"**Revised Financial Model**" means the Base Case Financial Model, as it may be updated from time to time pursuant to Section 22(a)(ii) or Section 23(b).

"**Secretary**" means the United States Secretary of Transportation.

"**Secured Parties**" means the Trustee and the TIFIA Lender.

"**Semi-Annual Payment Date**" means each April 1 and October 1 to occur on or after the Effective Date, or, if such date is not a Business Day, the next Business Day following such April 1 or October 1.

"**Series**" has the meaning provided in the Trust Agreement.

"**Servicer**" means such entity or entities as the TIFIA Lender shall designate from time-to-time to perform, or assist the TIFIA Lender in performing, certain duties hereunder.

"**State**" has the meaning provided in the preamble hereto.

"**Substantial Completion**" means the opening of Phase 2 to passenger traffic for public transportation, as such term is defined in 49 U.S.C. §5302(14).

"**Substantial Completion Date**" means the later of (a) January 31, 2019 and (b) such other date (if any) reflected in the most recently agreed update to the Financial Plan pursuant to Section 22(a)(iii), which date shall be the same date as reflected in the most recently agreed update to MWAA's Financial Plan.

"**Support Agreement**" means the Support Agreement, dated December [1], 2014, between Fairfax County and the Borrower, with respect to the Trust Agreement.

"**TIFIA**" has the meaning provided in the recitals hereto.

"**TIFIA Bond**" or "**Bond**" means the Bond delivered by the Borrower in accordance with the Trust Agreement in substantially the form attached hereto as **Exhibit A**.

"**TIFIA Debt Service**" means (a) with respect to any Semi-Annual Payment Date occurring on or after the Debt Service Payment Commencement Date, the entire amount of each

Fixed Level Payment required to be paid pursuant to Section 9(c)(ii) and (b) any other payments of principal of and interest on the TIFIA Bond required to be paid under this Agreement.

"**TIFIA Interest Rate**" has the meaning provided in Section 6.

"**TIFIA Lender**" has the meaning provided in the preamble hereto.

"**TIFIA Lender's Authorized Representative**" means the Administrator and any other Person who shall be designated as such pursuant to Section 27.

"**TIFIA Loan**" has the meaning provided in the recitals hereto.

"**TIFIA Loan Documents**" means this Agreement, the TIFIA Bond, the Fairfax County Letter Agreement and the Trust Agreement.

"**Total Project Costs**" means (a) the costs paid or incurred (to the extent paid, such costs shall be reimbursed to the Person who paid such costs) or to be paid or incurred by MWAA in connection with or incidental to the acquisition, design, construction and equipping, testing and start-up of the Project, including legal, administrative, engineering, planning, design, insurance and certain financing costs; (b) amounts, if any, required by the MWAA Indenture to be paid into any fund or account upon the incurrence of Senior Obligations (as defined in the MWAA Indenture); (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) on any indebtedness of MWAA (other than its TIFIA loan) incurred for the Project, including capitalized interest on such Senior Obligations; (d) costs of equipment and supplies and project management costs required by MWAA for the commencement of operation of the Project, including general administrative expenses and overhead of MWAA other than to the extent such amounts constitute direct or indirect costs unallowable to MWAA under 18 C.F.R. Part 18 and its contractors under 18 C.F.R. Part 31; and (e) the repayment of obligations incurred by MWAA, the proceeds of which obligations were used to pay items (a) through (d) of this definition.

"**Trust Agreement**" means that certain Trust Agreement, dated as of December 1, 2014, by and between the Borrower and the Trustee, Authorizing the Issuance of and Securing the Borrower's Revenue Bonds (Silver Line Phase II Project), Series 2014.

"**Trust Agreement Documents**" means the Trust Agreement, the Support Agreement and each other agreement, instrument and document executed and delivered pursuant to or in connection therewith, but shall not include the Fairfax County Letter Agreement.

"**Trust Estate**" has the meaning provided in the Trust Agreement.

"**Trustee**" means U.S. Bank National Association, in its capacity as trustee under the Trust Agreement, or any successor trustee appointed pursuant to the terms of the Trust Agreement.

"**Turnover Date**" means the fifth Business Day prior to each Semi-Annual Payment Date.

"**USDOT**" means the United States Department of Transportation.

"**VDOT**" means the Virginia Department of Transportation.

"**WMATA**" means the Washington Metropolitan Area Transit Authority, an interstate compact agency and a common agency and instrumentality of the District of Columbia, the State and the State of Maryland.

SECTION 2. "Interpretation. Unless the context shall otherwise require, the words "hereto", "herein", "hereof" and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Whenever the Borrower's knowledge is implicated in this Agreement or the phrase "to the Borrower's knowledge" or a similar phrase is used in this Agreement, the Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower's knowledge after reasonable and diligent inquiry and investigation. Whenever Fairfax County's knowledge is implicated in this Agreement or the phrase "to Fairfax County's knowledge" or a similar phrase is used in this Agreement, Fairfax County's knowledge or such phrase(s) shall be interpreted to mean to the best of Fairfax County's knowledge after reasonable and diligent inquiry and investigation. Unless the context shall otherwise require, references to any Person shall be deemed to include such Person's successors and permitted assigns. Unless the context shall otherwise require, references to sections, subsections, schedules, exhibits, appendices and provisions are to the applicable sections, subsections, schedules, exhibits, appendices and provisions of this Agreement. The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement. The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof and hereof. Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 37 and signed by a duly authorized representative of such party.

SECTION 3. TIFIA Loan Amount. The principal amount of the TIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof) shall not exceed $403,274,894; provided, that in no event shall (a) the maximum principal amount of the TIFIA Loan disbursed by the TIFIA Lender, together with the amount (excluding any interest that is capitalized in accordance with the terms hereof) of any other credit assistance provided under the Act to (i) MWAA, under the MWAA TIFIA Loan Agreement, and (iii) Loudoun County and the Economic Development Authority of Loudoun County, under the Loudoun TIFIA Loan Agreement, exceed thirty-three percent (33%) of the total amount of the reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA

Lender or (b) the total federal assistance provided to the Project exceed eighty percent (80%) of Eligible Project Costs. TIFIA Loan proceeds shall be disbursed from time-to-time in accordance with Section 4.

SECTION 4. Disbursement Conditions.

(a) TIFIA Loan proceeds shall be disbursed solely to enable the Borrower, on behalf of Fairfax County, to reimburse MWAA for MWAA's prior incurrence, for the account of Fairfax County, of Eligible Project Costs in connection with Phase 2. Each disbursement of the TIFIA Loan shall be made pursuant to a requisition and certification (a "**Requisition**") in the form set forth in **Appendix One** to **Exhibit D**, along with all documentation and other information required thereby, submitted by Fairfax County (acting on behalf of the Borrower) to the TIFIA Lender and the FTA Regional Office, reviewed by the FTA Regional Office, and approved by the TIFIA Lender, all in accordance with the procedures of **Exhibit D** and subject to the requirements of this Section 4 and (i) with respect to the initial disbursement, the conditions set forth in Section 13(a) and Section 13(b), and (ii) with respect to each subsequent disbursement, the conditions set forth in Section 13(b); provided, however, that no disbursements of TIFIA Loan proceeds shall be made on or after the date that is one (1) year after the Substantial Completion Date.

(b) Fairfax County (acting on behalf of the Borrower) shall deliver copies of each Requisition signed by a County's Authorized Representative and a Borrower's Authorized Representative to the TIFIA Lender, the TIFIA Joint Program Office (HITJ), the Servicer (if any) and the FTA Regional Office on or before the first day of each month for which a disbursement is requested, or the next succeeding Business Day if such first day is not a Business Day. If the TIFIA Lender shall expressly approve a Requisition or shall not expressly deny a Requisition, disbursements of funds shall be made on the fifteenth (15th) day of the month for which a disbursement has been requested, or on the next succeeding Business Day if such fifteenth (15th) day is not a Business Day. Express TIFIA Lender approval or denial shall be substantially in the form annexed hereto as **Appendix Three** to **Exhibit D**. In no event shall disbursements be made more than once each month. At the time of any disbursement, the sum of all prior disbursements of TIFIA Loan proceeds and the disbursement then to be made shall not exceed the cumulative disbursements through the end of the then-current year set forth in the Anticipated TIFIA Loan Disbursement Schedule, as the same may be amended from time to time.

(c) All Eligible Project Costs requested to be reimbursed with TIFIA Loan proceeds pursuant to a Requisition shall be evidenced by invoices and records set forth in a Reimbursement Claims Package (i) compliant with the applicable requirements of the Phase 2 Funding Procedure, (ii) delivered by MWAA to the TIFIA Lender, the Servicer (if any) and the FTA Regional Office at least one (1) month prior to Fairfax County's submission of such Requisition, and (iii) subsequently expressly approved or not expressly denied by the TIFIA Lender pursuant to the MWAA TIFIA Loan Agreement.

(d) Fairfax County (acting on behalf of the Borrower) may amend the Anticipated TIFIA Loan Disbursement Schedule by submitting a revised version thereof to the Borrower, the TIFIA Lender and the FTA Regional Office no later than thirty (30) days prior to

the proposed effective date thereof, together with a detailed explanation of the reasons for such revisions. Such revised Anticipated TIFIA Loan Disbursement Schedule shall become effective upon the TIFIA Lender's approval thereof, which approval shall be granted in the TIFIA Lender's sole discretion.

(e) As a condition to each disbursement of the TIFIA Loan, Fairfax County or the Borrower, or MWAA (acting on behalf of Fairfax County or the Borrower), shall provide to the TIFIA Lender evidence satisfactory to the TIFIA Lender that, as of any such TIFIA Loan disbursement, (i) the cumulative amount of TIFIA Loan disbursements (including such disbursement), when combined with the cumulative amount of loan disbursements made to (A) MWAA, under the MWAA TIFIA Loan Agreement, and (B) Loudoun County and the Economic Development Authority of Loudoun County, under the Loudoun TIFIA Loan Agreement, shall not exceed thirty-three percent (33%) of the total amount of the reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA Lender and (ii) the total federal assistance provided to the Project shall not exceed eighty percent (80%) of Eligible Project Costs.

SECTION 5. Term. The term of the TIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier or later date as all amounts due or to become due to the TIFIA Lender hereunder have been paid.

SECTION 6. Interest Rate. The interest rate with respect to the TIFIA Loan (the "**TIFIA Interest Rate**") shall be [__] percent ([__]%) per annum. Interest will be computed on the Outstanding TIFIA Loan Balance (as well as on any past due interest) from time-to-time on the basis of a 365-day or 366-day year, as appropriate, for the actual number of days elapsed and will be compounded semi-annually as set forth in Section 9(b); provided, however, that, in the event of a Payment Default, the Borrower shall pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

SECTION 7. Outstanding TIFIA Loan Balance and Revisions to Exhibit G and the Loan Amortization Schedule. The Outstanding TIFIA Loan Balance will be (a) increased on each occasion on which the TIFIA Lender shall disburse loan proceeds hereunder, by the amount of such disbursement of loan proceeds; (b) increased prior to the Debt Service Payment Commencement Date on each occasion on which interest on the TIFIA Loan is capitalized pursuant to the provisions of Section 9(b) hereof, by the amount of interest so capitalized; and (c) decreased upon each payment or prepayment of the principal amount of the TIFIA Loan, by the amount of principal so paid. The TIFIA Lender may in its discretion at any time and from time-to-time, or when so requested by Fairfax County, advise Fairfax County and the Borrower by written notice of the amount of the Outstanding TIFIA Loan Balance as of the date of such notice, and its determination of such amount in any such notice shall be deemed conclusive absent manifest error. Upon any determination of the Outstanding TIFIA Loan Balance, the TIFIA Lender may, but shall not be obligated to, make applicable revisions to **Exhibit G** pursuant to Section 9 and in such event shall provide Fairfax County and the Borrower with a copy of such **Exhibit G** as revised, but no failure to provide or delay in providing Fairfax County or the Borrower with such copy shall affect any of the obligations of Fairfax County or the Borrower under this Agreement or the other TIFIA Loan Documents. The Loan Amortization

Schedule reflected in **Exhibit G** as of the Effective Date has been determined based on the Anticipated TIFIA Loan Disbursement Schedule in effect on the Effective Date.

SECTION 8. Security and Priority; Flow of Funds.

(a) The TIFIA Loan is evidenced by the TIFIA Bond. As security for the TIFIA Loan, the Borrower shall pledge, assign and grant, or shall cause to be pledged, assigned and granted, to the Trustee, a Lien on the Trust Estate in accordance with the provisions of the Trust Agreement. The TIFIA Bond shall be a first priority Bond secured by the Lien on the Trust Estate. Other than the TIFIA Bond, neither the Borrower nor Fairfax County shall issue any indebtedness under the Trust Agreement or otherwise secured by the Trust Estate.

(b) Except for Liens (i) created by the Trust Agreement for the benefit of the TIFIA Lender or the Trustee or (ii) as may arise by operation of law, the Trust Estate will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto, prior to, or of equal rank with, the pledge of the Borrower created under the Trust Agreement, and all action on the part of the Borrower or Fairfax County to that end has been duly and validly taken.

(c) Neither the Borrower nor Fairfax County shall use Dedicated Revenues to make any payments or satisfy any obligations other than in accordance with the provisions of this Section 8 and the Trust Agreement and shall not apply any portion of the Dedicated Revenues in contravention of this Agreement or the Trust Agreement Documents.

(d) The Trust Agreement provides that all Dedicated Revenues shall be deposited in the Debt Service Fund or the Reserve Fund and applied in the order of priority and in accordance with the requirements specified in Sections 502 and 503 of the Trust Agreement, a copy of which is set forth in **Exhibit I**.

(e) Notwithstanding anything to the contrary hereunder, but without limiting the obligations of the Borrower and Fairfax County to deposit Dedicated Revenues in the Debt Service Fund or the Reserve Fund, the payment obligations of the Borrower under this Agreement and the Trust Agreement are solely payable from amounts on deposit with the Trustee under the Trust Agreement.

SECTION 9. Payment of Principal and Interest.

(a) Payment Dates. The Borrower agrees to pay the principal of and interest on the TIFIA Loan by making payments in accordance with the provisions of this Agreement and the Trust Agreement on each Semi-Annual Payment Date occurring on or after the Debt Service Payment Commencement Date and on each other date (including the Final Maturity Date) on which payment thereof is required to be made hereunder. Any payment of the TIFIA Bond shall be treated as a payment of the TIFIA Loan, and any prepayment of the TIFIA Loan shall be treated as a redemption of the TIFIA Bond.

(b) Capitalized Interest Period. Except for mandatory prepayments required by Section 10(a), no payment of the principal of or interest on the TIFIA Loan is required to be made during the Capitalized Interest Period. On each April 1 and October 1 occurring during the Capitalized Interest Period, interest accrued on the TIFIA Loan in the six (6) month period (or, in

the case of the initial Capitalized Interest Period, such shorter period commencing upon the Effective Date) ending immediately prior to such date, shall be capitalized and added to the Outstanding TIFIA Loan Balance. Within thirty (30) days after the end of the Capitalized Interest Period, the TIFIA Lender shall give written notice to the Trustee, the Borrower and Fairfax County stating the Outstanding TIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Trustee, the Borrower or Fairfax County hereunder or under any of the other TIFIA Loan Documents.

(c) Payment of TIFIA Debt Service.

(i) Except for mandatory prepayments required by Section 10(a), on each Semi-Annual Payment Date (if any) occurring prior to the Debt Service Payment Commencement Date, the Borrower shall have no obligation to pay TIFIA Debt Service.

(ii) On each Semi-Annual Payment Date occurring during the Debt Service Payment Period, the Borrower shall make level payments of principal and interest (each a "**Fixed Level Payment**"), each of which payments shall be approximately equal in amount. The amount of the Fixed Level Payment shall be calculated as of the Debt Service Payment Commencement Date in such manner that the Outstanding TIFIA Loan Balance as of such date shall be reduced to $0 on the Final Maturity Date (assuming that interest accrues during such period on the principal balance of such TIFIA Loan at the rate per annum set forth in Section 6 in the absence of an Event of Default, that all Fixed Level Payments are made in a timely manner during such period, and that no additional payments of principal of or interest on the TIFIA Loan are made during such period). Within thirty (30) days prior to the beginning of the Debt Service Payment Period, the TIFIA Lender shall provide the Trustee, the Borrower and Fairfax County with a revised copy of **Exhibit G**, which revision shall be deemed conclusive absent manifest error, but no failure to provide or delay in providing the Trustee, the Borrower or Fairfax County with such copy shall affect any of the obligations of the Borrower or Fairfax County under this Agreement or the other TIFIA Loan Documents.

(iii) To the extent that any prepayments of the TIFIA Loan shall be made after the Debt Service Payment Commencement Date in addition to TIFIA Debt Service payments, such prepayments shall be applied to the remaining Outstanding TIFIA Loan Balance and the resulting TIFIA Debt Service payments shall be recalculated as provided in Section 10(c) and reflected in a revised **Exhibit G**. On or before the second Business Day after the fifteenth (15th) day of the month before each Semi-Annual Payment Date until the Borrower has paid all principal of and interest on the TIFIA Loan in full, the TIFIA Lender shall use commercially reasonable efforts to provide the Trustee, the Borrower and Fairfax County with such revised copy of **Exhibit G**, which revision shall be deemed conclusive absent manifest error, but no failure to provide or delay in providing

the Trustee, the Borrower or Fairfax County with such copy shall affect any of the obligations of the Trustee, the Borrower or Fairfax County under this Agreement or the other TIFIA Loan Documents; provided that, if the TIFIA Lender fails to timely deliver such revised copy pursuant to this Section 9(ii)(c), the Borrower may deliver by written notice to the TIFIA Lender, no later than ten (10) Business Days prior to the next Semi-Annual Payment Date, the Borrower's good faith calculation of the amount of principal and interest on the TIFIA Loan payable on such Semi-Annual Payment Date, which calculation shall be deemed accepted by the TIFIA Lender unless it has delivered to the Borrower and Fairfax County a revised copy of **Exhibit G** no later than five (5) Business Days following such notice.

(d) Manner of Payment. Payments under this Agreement and the TIFIA Bond shall be made by wire transfer on or before each Semi-Annual Payment Date in immediately available funds in accordance with payment instructions provided by the TIFIA Lender's Authorized Representative pursuant to Section 37, as modified in writing from time-to-time by the TIFIA Lender's Authorized Representative. The Borrower, at the direction of Fairfax County, may make any such payment or portion thereof (or direct the Trustee to make such payment) with funds then on deposit in the Debt Service Fund.

(e) Final Maturity Date. Notwithstanding anything herein to the contrary, the Outstanding TIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date (or on any earlier date on which the maturity of the TIFIA Loan shall be accelerated, to the extent permitted pursuant to the Trust Agreement or otherwise, pursuant to the provisions of Section 20).

(f) TIFIA Bond; Adjustments to Loan Amortization Schedule. As evidence of the Borrower's obligation to repay the TIFIA Loan, the Borrower shall issue and deliver to the TIFIA Lender, on or prior to the Effective Date, the TIFIA Bond substantially in the form of **Exhibit A**, having a maximum principal amount (excluding capitalized interest) of $403,274,894 (subject to increase or decrease as herein provided) and bearing interest at the rate set forth in Section 6. The TIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit G** from time to time accordance with Section 7 to reflect (i) the amount of each disbursement made under this Agreement, (ii) any capitalization of interest as provided in Section 7, (iii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower under this Agreement, (iv) each repayment or prepayment in respect of the principal amount of the TIFIA Loan and (v) such other information as the TIFIA Lender may determine is necessary for administering the TIFIA Loan and this Agreement. Absent manifest error, the TIFIA Lender's determination of such matters as set forth in **Exhibit G** shall be conclusive evidence thereof; provided, however, that neither failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's or Fairfax County's obligations hereunder or under any other TIFIA Loan Document.

(g) No Defeasance. Anything to the contrary in any Trust Agreement Document notwithstanding, the TIFIA Loan (as represented by the TIFIA Bond) shall not be subject to defeasance and no amounts in respect of the TIFIA Loan shall be considered or deemed to have been paid until the TIFIA Lender shall have received irrevocable payment in

immediately available funds in accordance with the requirements for payment set forth in this Agreement.

SECTION 10. Prepayment.

(a) Mandatory. Fairfax County shall cause the Borrower to prepay the TIFIA Loan, without penalty or premium:

(i) no later than five (5) Business Days following the determination thereof by MWAA that the total amount of actual invoiced Eligible Project Costs were less than projected Eligible Project Costs included in the Base Case Projections, which determination shall be made no later than the first (1st) anniversary of the Substantial Completion Date, in an amount equal to the product of (A) 7.095% multiplied by (B) an amount equal to the positive difference, if any, between (1) projected Eligible Project Costs included in the Base Case Projections less (2) the total amount of actual invoiced Eligible Project Costs; and

(ii) as and when required pursuant to Section 2.1(b) of the Fairfax County Letter Agreement.

Each prepayment pursuant to this Section 10(a) shall be accompanied by a certificate signed by the Borrower's Authorized Representative identifying the provision of this Agreement pursuant to which such prepayment is being made and containing a calculation in reasonable detail of the amount of such prepayment, distinct from any other amounts paid on such date.

(b) Optional. At the direction of Fairfax County, the Borrower may prepay the TIFIA Loan by redeeming the TIFIA Bond in whole or in part (and, if in part, the amounts thereof to be prepaid shall be determined by Fairfax County; provided, however, that such prepayments shall be in principal amounts of at least $1,000,000 or any integral multiple of $1 in excess thereof), at any time or from time-to-time, without penalty or premium, by paying to the TIFIA Lender such principal amount of the TIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment of the TIFIA Loan shall be made on such date and in such principal amount as shall be specified by the Borrower (or by Fairfax County, acting on behalf of the Borrower) in a written notice delivered to the TIFIA Lender. In the case of any prepayment, such written notice shall be delivered to the TIFIA Lender not less than ten (10) days or more than thirty (30) days prior to the date set for prepayment. Such notice shall be irrevocable and shall bind the Borrower to make such prepayment in accordance with such notice; provided, however, that, in the event that Fairfax County certifies to the TIFIA Lender that the source of such prepayment is the proceeds of a borrowing by either the Borrower or Fairfax County, such optional notice of prepayment shall be deemed conditional in that it is subject to the timely closing of such borrowing and should the borrowing for any reason not close on or before the date fixed for such prepayment, such notice of optional prepayment shall be deemed withdrawn and of no effect.

(c) General. Notice having been given as provided in Section 10(b), the principal amount of the TIFIA Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with

interest accrued and unpaid to the prepayment date on the principal amount then being prepaid. In case the entire unpaid balance of the principal of the TIFIA Bond is to be prepaid, the amount of principal and interest due and payable as a result of a mandatory or optional prepayment shall be paid upon presentation and surrender of such TIFIA Bond by the TIFIA Lender to the Trustee under the Trust Agreement. In case only part of the unpaid balance of principal of such TIFIA Bond is to be prepaid, the TIFIA Lender may make a notation on **Exhibit G** indicating the amount of principal of and interest on such TIFIA Bond then being prepaid. Upon a partial prepayment of the principal of the TIFIA Loan, the remaining debt service payments hereunder will be recalculated such that each such payment shall be approximately equal in amount and sufficient to amortize the remaining Outstanding TIFIA Loan Balance at the TIFIA Interest Rate over the period ending by no later than the Final Maturity Date and the resulting debt service payments will be reflected in a revised **Exhibit G**. For purposes of such recalculation, the amount of the prepayment shall be applied to each remaining principal payment in such manner that the Outstanding TIFIA Loan Balance as of the date of such prepayment (after giving effect to such prepayment) shall be reduced to $0 on the Final Maturity Date (assuming that interest accrues during such period on the principal balance of such TIFIA Loan at the rate per annum set forth in Section 6 in the absence of an Event of Default, that all Fixed Level Payments are made in a timely manner during such period, and that no additional payments of principal of or interest on the TIFIA Loan are made during such period). If said monies shall not have been so paid on the prepayment date, such principal amount of such TIFIA Bond shall continue to bear interest until payment thereof at the rate provided for in Section 6. Upon a prepayment of the entire unpaid balance of the principal of the TIFIA Bond, if said monies have been paid by the Borrower, but the TIFIA Lender has not surrendered the TIFIA Bond to the Trustee, interest shall nonetheless cease to accrue on the outstanding principal amount of the TIFIA Bond as of the date of such prepayment.

SECTION 11. [Reserved].

SECTION 12. Compliance with Laws. The FTA Regional Office has oversight responsibility for ensuring compliance with all applicable provisions of federal law with respect to the Project and for Project oversight activities. Each of the Borrower and Fairfax County agrees to cooperate with the FTA Regional Office in connection with the performance of its activities related to such responsibility; provided, however, that this Section 12 shall not apply in any respect to the Parking Facilities.

SECTION 13. Conditions Precedent.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective, the TIFIA Lender shall have no obligations hereunder and the TIFIA Lender shall not make the initial disbursement of loan proceeds to the Borrower until each of the following conditions precedent shall have been satisfied or waived in writing by the TIFIA Lender:

(i) Each of the Borrower and Fairfax County shall have duly executed, and the Borrower shall have delivered to the TIFIA Lender, this Agreement and the TIFIA Bond (together with a certificate of authentication

executed by the Trustee), each in form and substance satisfactory to the TIFIA Lender and executed by any other parties thereto.

(ii) The TIFIA Lender and Fairfax County shall have executed and delivered the Fairfax County Letter Agreement.

(iii) The Borrower shall have delivered to the TIFIA Lender certified, complete and fully executed copies of each Trust Agreement Document, together with any amendments, waivers or modifications thereto executed on or prior to the Effective Date, and each such Trust Agreement Document shall be in full force and effect, and in form and substance satisfactory to the TIFIA Lender, and all conditions contained in such documents to the closing of the transactions contemplated thereby shall have been fulfilled or effectively waived (provided, that for purposes of this Section 13(a)(iii), any such waiver shall be subject to the TIFIA Lender's consent in its sole discretion).

(iv) Counsel to the Borrower, bond counsel to the Borrower and counsel to Fairfax County, in each case, shall have rendered to the TIFIA Lender an opinion letter, satisfactory to the TIFIA Lender in its sole discretion, that includes opinions substantially in the form of those opinions set forth on **Exhibit H-1**, **Exhibit H-2** and **Exhibit H-3**, respectively.

(v) The Borrower or Fairfax County shall have delivered to the TIFIA Lender a duly executed certificate from the Trustee in the form attached hereto as **Exhibit J**.

(vi) (A) The Borrower shall have provided to the TIFIA Lender, in the form attached hereto as **Exhibit C**, a certificate executed by the Borrower's Authorized Representative as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters with respect to the Borrower and its principals (as defined in 2 C.F.R. § 180.995); and (B) Fairfax County shall have provided to the TIFIA Lender, in the form attached hereto as **Exhibit C**, a certificate executed by an authorized representative of Fairfax County as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters with respect to Fairfax County and its principals (as defined in 2 C.F.R. § 180.995).

(vii) The Borrower or Fairfax County shall have provided evidence to the TIFIA Lender's satisfaction, no more than thirty (30), but no less than fourteen (14), days prior to the Effective Date, of the assignment by at least two (2) Nationally Recognized Rating Agencies of an Investment Grade Rating on the TIFIA Bond.

(viii) (A) The Borrower shall have delivered to the TIFIA Lender a certificate executed by an authorized representative of the Borrower (1) as to the satisfaction of the conditions precedent set forth in this Section 13(a), (2)

designating the Borrower's Authorized Representative and (3) confirming such person's position and incumbency and (B) Fairfax County shall have delivered to the TIFIA Lender a certificate executed by an authorized representative of Fairfax County (1) as to the satisfaction of certain conditions precedent set forth in this Section 13(a), (2) designating the County's Authorized Representative and (3) confirming such person's position and incumbency.

(ix) Fairfax County shall have demonstrated to the TIFIA Lender's satisfaction that the funds forecasted to be available to Fairfax County under the Base Case Financial Model will be sufficient to fund the Required Percentage of the total funds required to complete Phase 2.

(x) The Borrower shall have provided evidence to the TIFIA Lender's satisfaction that (A) Fairfax County has requested that the Borrower issue indebtedness for the purpose of funding up to $403,274,894 in Project costs for Phase 2 and (B) the governing body of the Borrower has duly authorized the Borrower to issue bonds to finance up to $403,274,894 in Project costs for Phase 2.

(xi) Fairfax County shall have delivered to the TIFIA Lender a certified Base Case Financial Model acceptable to the TIFIA Lender on or prior to the Effective Date demonstrating that the projected Dedicated Revenues shall be sufficient to meet the Loan Amortization Schedule.

(xii) Fairfax County shall have paid in full all invoices delivered by the TIFIA Lender to the Borrower prior to the Effective Date for the reasonable fees and expenses of the TIFIA Lender's counsel and financial advisors and any auditors or other consultants employed by the TIFIA Lender for the purposes hereof.

(xiii) The TIFIA Lender shall have delivered its initial TIFIA Lender's Authorized Representative certificate.

(xiv) The Borrower and Fairfax County shall have delivered such other agreements, documents, instruments, opinions and other items required by the TIFIA Lender, all in form and substance satisfactory to the TIFIA Lender, including evidence that all other funding requirements of the Borrower and Fairfax County for the Project have been met (including evidence of other funding sources or funding commitments).

(xv) Each of the Borrower and Fairfax County shall have obtained a Data Universal Number System number, a number from the Federal System for Award Management (formerly the federal Central Contractor Registry), and a Federal Employer Identification Number.

(xvi) The Borrower and Fairfax County shall have provided to the TIFIA Lender evidence that it is duly organized and validly existing under the

laws of the State, with full power, authority and legal right to own its properties and carry on its business and governmental functions as now conducted, including (A) a copy of the Organizational Documents of the Borrower, as in effect on the Effective Date and certified by the Borrower's Authorized Representative, which Organizational Documents shall have not been amended since the date of the last amendment thereto shown on the certificate and (B) a copy of all resolutions authorizing each of the Borrower and Fairfax County, respectively, to execute and deliver, and to perform its obligations under, the TIFIA Loan Documents to which it is a party, in each case certified by a Borrower's Authorized Representative or a County's Authorized Representative, as applicable.

(xvii) The representations and warranties of each of the Borrower and Fairfax County set forth in this Agreement (including Section 14 and Section 14A) and in each other Related Document shall be true and correct as of the Effective Date and as of the date of the initial disbursement of the TIFIA Loan, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(xviii) The Borrower and Fairfax County shall have delivered written evidence, in form and substance satisfactory to the TIFIA Lender, verifying the Borrower's legal and organizational authority to utilize general revenues of Fairfax County in an amount sufficient to pay for the Required Percentage of the total costs of the Project reflected in the Project Budget and demonstrating that such funds (A) excluding any amounts available to the Borrower under this Agreement, equal or exceed an amount equal to $111,837,974 (in the aggregate) and (B) will be available to Fairfax County as and when needed to pay for the total costs of the Project reflected in the Project Budget in accordance with the Financial Plan.

(b) Notwithstanding anything in this Agreement to the contrary, the TIFIA Lender shall have no obligation to make any disbursement of loan proceeds to the Borrower (including the initial disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the TIFIA Lender:

(i) Each of the conditions precedent set forth in Section 13(a) shall have been satisfied or waived in writing by the TIFIA Lender, as of the Effective Date.

(ii) Fairfax County shall have provided to the TIFIA Lender evidence satisfactory to the TIFIA Lender (which may be based on information provided by MWAA) that, as of such TIFIA Loan disbursement, (A) the cumulative amount of TIFIA Loan disbursements (including such disbursement), when combined with the cumulative amount of TIFIA Loan disbursements made to (I) MWAA, under the MWAA TIFIA Loan Agreement, and (II) Loudoun County and the Economic Development Authority of Loudoun County, under the Loudoun TIFIA Loan Agreement, shall not exceed thirty-three percent (33%) of the total amount of the

reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA Lender and (B) the total federal assistance provided to the Project shall not exceed eighty percent (80%) of Eligible Project Costs.

(iii) Fairfax County shall have provided the Financial Plan, or the most recent update thereto, in each case in accordance with Section 22(a).

(iv) To the extent not previously delivered to the TIFIA Lender, the Borrower or Fairfax County shall have delivered to the TIFIA Lender certified, complete and fully executed copies of any Related Documents entered into after the Effective Date.

(v) At the time of, and immediately after giving effect to, any disbursement of TIFIA Loan proceeds then currently requested, (A) no Event of Default or event of default under any other Related Document and (B) no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any Related Document, in each case, shall have occurred and be continuing.

(vi) The representations and warranties of each of the Borrower and Fairfax County set forth in this Agreement (including Section 14 and Section 14A) and in each other Related Document shall be true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of each date on which any disbursement of the TIFIA Loan is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date).

(vii) No Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, shall have occurred since the date the Borrower submitted the Application to the TIFIA Lender.

(viii) Fairfax County shall have demonstrated to the TIFIA Lender's satisfaction that the funds described in the Financial Plan most recently approved by the TIFIA Lender as being available to pay for Project costs will be sufficient for the Borrower to fund the Required Percentage of the total costs of the Project reflected in the Project Budget and no facts or circumstances have arisen that would reasonably be likely to cause such amounts reflected in such Financial Plan not to be available as and when needed to pay for such costs.

(ix) Fairfax County shall have delivered to the TIFIA Lender a Requisition that complies with the provisions of Section 4, and the TIFIA Lender

shall have approved (or deemed to have approved in accordance with Section 4(b)) such Requisition.

(x) The Borrower and Fairfax County shall have delivered such other agreements, documents, certificates, instruments, opinions and other items required by the TIFIA Lender, all in form and substance satisfactory to the TIFIA Lender.

(xi) Fairfax County shall have demonstrated to the TIFIA Lender's satisfaction that, as of each date on which any disbursement of the TIFIA Loan is made, (A) there does not currently exist any event of default, or any event which with the giving of notice or the passage of time or both would constitute any such event of default, with respect to any indebtedness secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County and (B) with respect to all payment obligations of Fairfax County, including lease obligations, secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County, Fairfax County has appropriated funds as and when required and in amounts sufficient to satisfy Fairfax County's payment obligations with respect thereto.

(xii) MWAA shall not have abandoned Phase 2 during the Project Construction Period, and no other Project Development Default shall have occurred.

(xiii) A Reimbursement Claims Package, including invoices and records evidencing any Eligible Project Costs included in the applicable Requisition and otherwise in compliance with the applicable requirements of the Phase 2 Funding Procedure, shall have been (A) delivered by MWAA to the TIFIA Lender, the Servicer (if any) and the FTA Regional Office at least one (1) month prior to the Fairfax County's submission of such Requisition and (B) subsequently expressly approved or not expressly denied by the TIFIA Lender pursuant to the Phase 2 Funding Procedure.

(xiv) Fairfax County shall not have taken, or permitted any other Person to have taken, any action which has resulted or could reasonably be expected to result in all or any portion of the development, design, construction, operation or maintenance of the Parking Facilities to constitute part of the Project to be funded pursuant to the 2007 Funding Agreement, including in accordance with Section 3.2(d) of the 2011 MOA.

(xv) Fairfax County shall not have failed to timely appropriate and pay over to the Trustee (i) Dedicated Revenues, as of any Turnover Date, in amounts necessary to meet any Debt Service Requirements as of the next Semi-Annual Payment Date or (ii) Appropriated Funds in amounts sufficient to cover any Reserve Fund Deficiency within the time required by this Agreement.

(xvi) The Borrower shall have paid in full all invoices received from the TIFIA Lender as of the date of disbursement of the TIFIA Loan, for the reasonable fees and expenses of the TIFIA Lender's counsel and financial advisors and any auditors or other consultants employed by the TIFIA Lender for the purposes hereof.

SECTION 14. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in clause (b) of this Section, as of each date on which any disbursement of the TIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a political subdivision of the State created pursuant to the EDA Act and duly activated by a resolution of the Board of Supervisors, validly existing and in good standing, has full legal right, power and authority to enter into the Related Documents to which the Borrower is a party then in existence, to execute and deliver the TIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of the Related Documents to which the Borrower is a party.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing the Related Documents to which the Borrower is a party are duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the TIFIA Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes the legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of each of the Related Documents to which the Borrower is a party, the consummation of the transactions contemplated in such Related Documents and the fulfillment of or compliance with the terms and conditions of such Related Documents will not (i) conflict with the Borrower's Organizational Documents, or (ii) conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by the Borrower of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any other Related Document to which the Borrower is a party or any other indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or on the Dedicated Revenues.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person, and no consent, permission, authorization,

order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by the Borrower of the Related Documents to which the Borrower is a party, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation of any transaction on the part of the Borrower contemplated by the Related Documents or (B) the fulfillment of or compliance by the Borrower with the terms and conditions of the Related Documents to which the Borrower is a party, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. As of the Effective Date, except as set forth in Schedule 14(f), to the Borrower's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority, pending or threatened against or affecting the Project or the ability of the Borrower to enter into and deliver, or to perform its obligations under, any of the Related Documents. As of each other date on which the representations and warranties herein are made or confirmed, to the Borrower's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending or threatened against or affecting the Project, the Borrower or the ability of the Borrower to enter into and deliver, or to perform its obligations under, any of the Related Documents, which in any case (i) could reasonably be expected to result in a Material Adverse Effect or (ii) could reasonably be expected to adversely affect the Borrower's ability to receive Dedicated Revenues in amounts sufficient to meet the financial projections contained in the Base Case Financial Model with respect thereto.

(g) Security Interests. The Trust Agreement establishes, in favor of the Trustee for the benefit of all Bond Owners, including the TIFIA Lender, the valid Lien on the Trust Estate which it purports to create; such Lien is in full force and effect and is not subordinate to any other Liens in respect of the Trust Estate except to the extent such other Lien is entitled to priority as a matter of law and the Borrower is not in breach of any covenants set forth in Section 16(a) or in the Trust Agreement Documents with respect thereto. From and after the initial disbursement hereunder, (i) all documents and instruments have been recorded or filed for record in such manner and in such places as are required and all other action as is necessary or desirable has been taken to establish the Trustee's Lien in and to the Trust Estate (for the benefit of the Secured Parties) to the extent contemplated by the Trust Agreement and to grant the TIFIA Lender a first priority lien in the Trust Estate thereunder, (ii) the Borrower has complied with all requirements of the laws of the State to lawfully perfect the Trustee's Lien in and to the Trust Estate (except to the extent no actions are required to perfect such Lien pursuant to the laws of the State) and (iii) all taxes and filing fees that are due and payable in connection with the execution, delivery or recordation of any Trust Agreement Documents have been paid.

(h) No Debarment. Neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered in substantially the form of **Exhibit C.**

(i) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other Related

Documents to which the Borrower is a party are true and accurate, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(j) No Defaults. The Borrower is not in default under the terms of any Related Document to which the Borrower is a party, and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default.

(k) Related Documents. Each Related Document to which the Borrower is a party is in full force and effect and all conditions precedent to the obligations of the respective parties under each Related Document have been satisfied. The Borrower has delivered to the TIFIA Lender a fully executed and complete copy of each such Related Document (including all exhibits, schedules and other attachments) that is in effect, including any amendments or modifications thereto and any related credit support instruments or side letters. No event has occurred that gives the Borrower or, to the Borrower's knowledge, any other party to a Related Document, the right to terminate any such Related Document. The Borrower is not in breach of any material term in or in default under any of such agreements or contracts and, to the Borrower's knowledge, no party to any of such agreements or contracts is in breach of any material term therein or in default thereunder.

(l) Information. The information furnished by the Borrower to the TIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of Fairfax County (including the Base Case Financial Model, any Revised Financial Model and the assumptions therein).

(m) OFAC. The Borrower (i) is not in violation of: (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder; (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State; or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; and (ii) is not a Person (1) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws; (2) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws; (3) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list); (4) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law; (5) that is owned, controlled by, or affiliated with any Person identified in clause (1), (2), (3) or (4) of this clause (ii); or (6) that is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions,

laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(n) Compliance with Law. The Borrower is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and governmental functions and operations in compliance, in all material respects, with, all applicable laws. No notices of violation of any applicable law have been issued, entered or received by the Borrower that could reasonably be expected to result in a Material Adverse Effect.

(o) Title. The Borrower has valid legal and beneficial title to the assets and revenues thereof on which it purports to grant a Lien pursuant to the Trust Agreement Documents, in each case free and clear of any Lien of any kind, except for the Liens created by the Trust Agreement for the benefit of the Trustee or the TIFIA Lender.

(p) No Liens. The Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien upon any of the Dedicated Revenues or upon the Project, except for the Liens created by the Trust Agreement for the benefit of the Trustee and the TIFIA Lender.

(q) Investment Company Act. The Borrower is not, and after applying the proceeds of the TIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(r) Taxes. The Borrower is not required to file tax returns with any Governmental Authority.

(s) ERISA. Neither Borrower nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code.

(t) Other Transactions. As of the Effective Date, the Borrower is not a party to any material contract, transaction or series of transactions relating to Phase 2 of the Project other than the Related Documents or as described in **Schedule 14(t)**.

(u) Patriot Act. To the extent the Patriot Act is applicable to the Borrower, the Borrower has established an anti-money laundering compliance program as required by the Patriot Act.

(v) Immunity from Jurisdiction. To its knowledge, the Borrower has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein that could be asserted in any action to enforce the contractual obligations of the Borrower under any of the Related Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder.

SECTION 14A. Representations and Warranties of Fairfax County. Fairfax County hereby represents and warrants that, as of the Effective Date and, as to each of the

representations and warranties below other than those contained in clauses (b) and (l) of this Section, as of each date on which any disbursement of the TIFIA Loan is requested or made:

(a) Organization; Power and Authority. Fairfax County is a political subdivision of the State, validly existing and in good standing, has full legal right, power and authority to enter into the Related Documents to which Fairfax County is a party, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of the Related Documents to which Fairfax County is a party.

(b) Officers' Authorization. As of the Effective Date, the officers of Fairfax County executing the Related Documents to which Fairfax County is a party are duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the TIFIA Loan Documents to which Fairfax County is a party has been duly authorized, executed and delivered by Fairfax County and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes the legal, valid and binding agreement of Fairfax County enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of each of the Related Documents to which Fairfax County is a party, the consummation of the transactions contemplated in such Related Documents and the fulfillment of or compliance with the terms and conditions of such Related Documents will not (i) conflict with the applicable laws that are the basis for the existence and authority of Fairfax County, or conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by Fairfax County of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any other Related Document to which Fairfax County is a party or any other indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Fairfax County is a party or by which Fairfax County (or its properties) are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Fairfax County or on the Dedicated Revenues.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of Fairfax County or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by Fairfax County of the Related Documents to which it is a party, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation of any transaction on the part of Fairfax County contemplated by the Related Documents or (B) the fulfillment of or compliance by Fairfax County with the terms and conditions of the Related Documents to which Fairfax County is a party, except as have been obtained or made and as are in full force and effect or as are

ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. As of the Effective Date, except as set forth in **Schedule 14A(f)**, to Fairfax County's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority, pending or threatened against or affecting the Project or the ability of Fairfax County to enter into and deliver, or to perform its obligations under, any of the Related Documents. As of each other date on which the representations and warranties herein are made or confirmed, to Fairfax County's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending or threatened against or affecting the Project, Fairfax County or the ability of Fairfax County to enter into and deliver, or to perform its obligations under, any of the Related Documents, which in any case (i) could reasonably be expected to result in a Material Adverse Effect or (ii) could reasonably be expected to adversely affect (A) the Borrower's ability to receive Dedicated Revenues in amounts sufficient to meet the financial projections contained in the Base Case Financial Model with respect thereto or (B) Fairfax County's ability to appropriate and pay over Dedicated Revenues in such amounts to the Borrower (or on behalf of the Borrower) to enable the Borrower to satisfy its obligations under the Related Documents.

(g) No Debarment. Neither Fairfax County nor any of its principals (as defined in 2 C.F.R. § 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered in substantially the form of **Exhibit C.**

(h) Accuracy of Representations and Warranties. The representations, warranties and certifications of Fairfax County set forth in this Agreement and each other Related Document to which Fairfax County is a party are true and accurate, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(i) Credit Ratings. The TIFIA Loan has received an Investment Grade Rating from at least two (2) Nationally Recognized Rating Agencies, and written evidence of each such rating has been provided to the TIFIA Lender prior to the Effective Date, and no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(j) No Defaults. Fairfax County is not in default under the terms of any Related Document to which Fairfax County is a party, and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default.

(k) Related Documents. Each Related Document to which Fairfax County is a party is in full force and effect and all conditions precedent to the obligations of the respective parties under each Related Document have been satisfied. Fairfax County has delivered to the TIFIA Lender a fully executed and complete copy of each such Related Document (including all exhibits, schedules and other attachments) that is in effect, including any amendments or modifications thereto and any related credit support instruments or side letters. No event has

occurred that gives Fairfax County or, to Fairfax County's knowledge, any other party to a Related Document, the right to terminate any such Related Document. Fairfax County is not in breach of any material term in or in default under any of such agreements or contracts and, to Fairfax County's knowledge, no party to any of such agreements or contracts is in breach of any material term therein or in default thereunder.

(l) Information. The information furnished by Fairfax County to the TIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of Fairfax County (including the Base Case Financial Model, any Revised Financial Model and the assumptions therein) except that the assumptions in the Base Case Financial Model and any Revised Financial Model were reasonable in all material respects when made.

(m) OFAC. Fairfax County (i) is not in violation of: (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder; (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State; or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; and (ii) is not a Person (1) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws; (2) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws; (3) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list); (4) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law; (5) that is owned, controlled by, or affiliated with any Person identified in clause (1), (2), (3) or (4) of this clause (ii); or (6) that is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(n) Compliance with Law. Fairfax County is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and governmental functions and operations in compliance in all material respects with, all applicable laws. No notices of violation of any applicable law have been issued, entered or received by Fairfax County that could reasonably be expected to result in a Material Adverse Effect.

(o) No Liens. Fairfax County has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien upon any of the Dedicated Revenues other than the Lien granted under the Trust Agreement to the Trustee and the owner of the TIFIA Bond.

(p) Investment Company Act. Fairfax County is not, and after applying the proceeds of the TIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(q) Financial Statements. Each income statement, balance sheet and statements of operations and cash flow (collectively, "**Financial Statements**") delivered to the TIFIA Lender pursuant to Section 22(c) has been prepared in accordance with GASB and presents fairly, in all material respects, the financial condition of such Person as of the respective dates of the balance sheets included therein and the results of operations of such Person for the respective periods covered by the statements of income included therein. Except as reflected in such Financial Statements, there are no liabilities or obligations of such Person of any nature whatsoever for the period to which such Financial Statements relate that are required to be disclosed in accordance with GASB.

(r) Taxes. Fairfax County is not required to file tax returns with any Governmental Authority.

(s) ERISA. Neither Fairfax County nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code.

(t) Other Transactions. As of the Effective Date, Fairfax County is not a party to any material contract, transaction or series of transactions relating to Phase 2 of the Project other than the Related Documents, the Funding Agreements or as described in **Schedule 14A(t)**.

(u) Sufficient Funds. The aggregate of all funds that are, without duplication, drawn or undrawn but committed, or reasonably expected to be available, under the Trust Agreement Documents and this Agreement, and as may otherwise be available to Fairfax County as shown in the most recent Financial Plan, will be sufficient to fund the Required Percentage of the sum of all Eligible Project Costs and other amounts necessary to achieve Substantial Completion.

(v) Patriot Act. To the extent the Patriot Act is applicable to Fairfax County, Fairfax County has established an anti-money laundering compliance program as required by the Patriot Act.

(w) Immunity from Jurisdiction. To its knowledge, Fairfax County has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein that could be asserted in any action to enforce the contractual obligations of Fairfax County under any of the Related Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of Fairfax County hereunder and thereunder.

SECTION 15. Representations and Warranties of TIFIA Lender. The TIFIA Lender represents and warrants that:

(a) Power and Authority. The TIFIA Lender has all requisite power and authority to make the TIFIA Loan and to perform all transactions contemplated by the Related Documents to which it is a party.

(b) Due Execution; Enforceability. The Related Documents to which it is a party have been duly authorized, executed and delivered by the TIFIA Lender, and are legally valid and binding agreements of the TIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the TIFIA Lender executing each of the Related Documents to which the TIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the TIFIA Lender.

SECTION 16. Affirmative Covenants of the Borrower. The Borrower covenants and agrees as follows until the date all obligations of the Borrower and Fairfax County under this Agreement are paid in full and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Securing Liens. The Borrower shall at any and all times, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, securing and confirming the first priority Lien in and to the Trust Estate (whether now existing or hereafter arising) granted to the Trustee for the benefit of the owner of the TIFIA Bond pursuant to the Trust Agreement, or intended so to be granted pursuant to the Trust Agreement, or which the Borrower may become bound to grant, and the Trust Estate is and will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto that has priority over, or equal rank with, the Liens created by the Trust Agreement, other than as permitted by this Agreement, and all corporate action on the part of the Borrower to that end shall be duly and validly taken at such times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the Trust Estate granted pursuant to the Trust Agreement and all the rights of the Trustee for the benefit of the TIFIA Lender under the Trust Agreement against all claims and demands of all Persons whomsoever.

(b) Copies of Documents and Reports. The Borrower shall furnish to the TIFIA Lender a copy of each monthly statement of the Trustee with respect to the Funds established under the Trust Agreement

(c) Use of Proceeds. The Borrower shall use the proceeds of the TIFIA Loan solely, on behalf of Fairfax County, to reimburse MWAA in accordance with the Funding Agreements for MWAA's prior payment of Eligible Project Costs incurred in connection with Phase 2. No proceeds from the TIFIA Loan will be used to fund the Parking Facilities.

(d) Trust Agreement Funds.

(i) The Borrower shall maintain amounts in the Reserve Fund that are at least equal to the Reserve Fund Requirement. Amounts in the Reserve Fund shall be made available to ensure the timely payment of Debt Service Requirements in the event amounts on deposit in the Debt Service Fund are insufficient for such purpose.

(ii) The Borrower shall cause all Dedicated Revenues to be deposited into the Debt Service Fund or the Reserve Fund, as required under the Trust Agreement.

(iii) Amounts on deposit in any of the Funds shall be held uninvested or invested in Investment Obligations. Any such Investment Obligations must mature or be redeemable at the election of the holder not more than one (1) year from the date of the creation thereof or, if earlier, the earliest date by which the funds invested in such Investment Obligations may be required to be disbursed from the applicable Fund in accordance with the terms of any TIFIA Loan Document or Trust Agreement Document, which, for purposes of the Reserve Fund shall be the date of the next payment with respect to the TIFIA Loan.

(e) Use of Dedicated Revenues. The Borrower shall utilize Dedicated Revenues solely to pay principal of or interest on the TIFIA Bond, for deposit to the Reserve Fund, or for making Additional Payments (as defined in Section [3.01(e)] of the Support Agreement), in each case, in accordance with the Trust Agreement.

(f) OFAC Compliance. The Borrower shall not (i) violate (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; or (ii) be a Person (A) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (B) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (D) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law, (E) that is owned, controlled by, or affiliated with any Person identified in clause (A), (B), (C) or (D) of this clause (ii), or (F) is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, anti-money laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(g) Related Documents. The Borrower shall comply, in all material respects, with each Related Document.

SECTION 16A. Affirmative Covenants of Fairfax County. Fairfax County covenants and agrees as follows until the date all obligations of the Borrower and Fairfax County under this Agreement are paid in full and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Notice. Fairfax County shall, within five (5) Business Days after Fairfax County obtains actual knowledge of the occurrence thereof, give the TIFIA Lender notice of any of the following events, setting forth details of such event:

(i) Events of Default: any Event of Default or any event that, with the giving of notice or the passage of time or both, would constitute an Event of Default;

(ii) Litigation: (1) any material litigation, suit or action filed or threatened in writing, by or before any arbitrator or Governmental Authority, or the delivery to the Borrower or Fairfax County of any written claim that could reasonably be expected to have a Material Adverse Effect, and any material changes in the status of such litigation, suit, action or claim, and (2) any material notices or filings in respect of any action, petition, suit or proceeding listed in **Schedule 14(f)** or **Schedule 14A(f)**;

(iii) Defaults: any material breach or default or event of default on the part of any Borrower Related Party or any other party under any Related Document;

(iv) Appropriation of Appropriated Funds: if the Fairfax County Executive (or such other relevant official or employee) seeks appropriation of, or if Fairfax County shall at any time budget, appropriate or pay over to the Trustee any Appropriated Funds, whether pursuant to Section 16A(d) or otherwise; provided any such notice may omit details to the extent such details are otherwise publicly-available (for example, on the website of Fairfax County);

(v) Contribution Failures: any failure by Fairfax County to make a contribution of funds towards Total Project Costs substantially in the amount and as and when indicated in (A) the Base Case Financial Model or (B) any Revised Financial Model that has been approved in writing by the TIFIA Lender;

(vi) Appropriation Failure: any failure by the Fairfax County Executive (or such other relevant official or employee) to seek appropriation of, or any failure by Fairfax County to appropriate, Dedicated Revenues at the times and in amounts sufficient to meet any Debt Service Requirements and to replenish the Reserve Fund to cover any Reserve Fund Deficiency as required pursuant to the terms of this Agreement;

(vii) Other Adverse Events: the occurrence of any other event or condition that could reasonably be expected to result in a Material Adverse Effect;

(viii) Material Transactions. any material contract, transaction or series of transactions relating to Phase 2 of the Project entered into by the Borrower or Fairfax County after the Effective Date.

(b) Remedied Action. Within thirty (30) calendar days after Fairfax County learns of the occurrence of an event specified in Section 16A(a), the County's Authorized Representative shall provide a statement to the TIFIA Lender, setting forth the actions, if any, Fairfax County proposes to take with respect thereto.

(c) Annual Rating. Fairfax County shall, commencing in 2016, no later than the last Business Day of January of each year during the term of the TIFIA Loan, at no cost to the TIFIA Lender, provide to the TIFIA Lender a public rating on the TIFIA Bond by a Nationally Recognized Rating Agency, together with the rating report or letter delivered by such Nationally Recognized Rating Agency in connection with such rating, in each case prepared no earlier than thirty (30) days prior.

(d) Reserve Fund Deficiency. In the event that, at any time, the Trustee or the TIFIA Lender shall notify Fairfax County in writing that the amount standing to the credit of the Reserve Fund under the Trust Agreement is less than the Reserve Fund Requirement, within thirty (30) days following receipt of such notice, the Fairfax County Executive (or such other relevant official or employee) shall seek appropriation of and, subject to Section 41, Fairfax County shall, within one hundred (120) days of the receipt of such notice, budget, appropriate and pay from its General Fund to the Trustee the amount of such Reserve Fund Deficiency.

(e) Use of Dedicated Revenues.

(i) Fairfax County and the Borrower shall utilize Dedicated Revenues solely for the payment of the principal of or interest on the TIFIA Bond or for deposit to the Reserve Fund, in each case, in accordance with the Trust Agreement.

(ii) If Fairfax County fails to contribute any material amount of funds as and when indicated in (A) the Base Case Financial Model or (B) any Revised Financial Model that has been approved in writing by the TIFIA Lender, then Fairfax County shall notify the TIFIA Lender in writing pursuant to Section 16A(a)(v), and shall promptly, and in any event within forty-five (45) days after such contribution failure, deliver to the TIFIA Lender a Revised Financial Model that reflects adequate funds are available to Fairfax County to pay for the Required Percentage of Total Project Costs for Phase 2, together with documentary evidence reasonably satisfactory to the TIFIA Lender with respect to the commitment, allocation or funding of such additional amounts as may be necessary to replace the funds that were not contributed by Fairfax County in accordance with the Base Case Financial Model.

(f) OFAC Compliance. Fairfax County shall not (i) violate (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; or (ii) be a Person (A) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (B) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (D) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents to which it is a party under any other applicable law, (E) that is owned, controlled by, or affiliated with any Person identified in clause (A), (B), (C) or (D) of this clause (ii), or (F) is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, anti-money laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(g) Related Documents. Fairfax County shall comply, in all material respects, with each Related Document to which Fairfax County is a party.

SECTION 17. Borrower's and Fairfax County's Negative Covenants. Each of the Borrower and Fairfax County, as applicable, covenants and agrees as follows until the date all obligations of the Borrower and Fairfax County under this Agreement are paid in full and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Indebtedness. Other than the TIFIA Bond, neither the Borrower nor Fairfax County shall issue any indebtedness under the Trust Agreement or otherwise secured by the Trust Estate.

(b) No Lien Extinguishment or Adverse Amendments. Fairfax County and the Borrower shall not, and shall not permit any Person to, without the prior written consent of the TIFIA Lender, either (i) extinguish or impair the Liens on the Trust Estate, (ii) amend, modify or supplement any Related Document in a manner that could adversely affect the TIFIA Lender (in the TIFIA Lender's determination) in connection with the TIFIA Loan, or (iii) waive or permit a waiver of any provision of any Related Document in a manner that could adversely affect the TIFIA Lender (in the TIFIA Lender's determination) in connection with the TIFIA Loan. Except as otherwise agreed by the TIFIA Lender in writing, each Borrower Related Party will provide to the TIFIA Lender (x) copies of any proposed amendments to any Related Document to which it is a party at least thirty (30) days prior to the effective date thereof and (y) copies of fully executed amendments made to any Related Document to which it is a party within ten (10) days following execution thereof.

(c) Restricted Transfers. Except as otherwise permitted pursuant to the Trust Agreement, the Borrower shall not permit any amount on deposit in the Reserve Fund to be used for any purpose other than payments of Debt Service Requirements.

(d) No Prohibited Sale or Assignment. The Borrower shall not sell or assign its rights in and to the Dedicated Revenues, or its rights and obligations under any Related Document.

(e) No Prohibited Liens. Except for Liens (i) created by the Trust Agreement for the benefit of the Trustee or the owner of the TIFIA Bond or (ii) as may arise by operation of law, the Borrower shall not create, incur, assume or permit to exist any Lien on the Dedicated Revenues or its rights in respect thereof.

(f) Hedging Transactions and Credit Facilities. Neither the Borrower nor Fairfax County shall enter into (A) any Hedging Transaction with respect to the TIFIA Bond or (B) any Credit Facility with respect to the TIFIA Bond.

(g) Parking Facilities Funding. Fairfax County shall not take, or permit any other Person to take, any action which results or could reasonably be expected to result in all or any portion of the development, design, construction, operation or maintenance of the Parking Facilities to constitute part of the Project to be funded pursuant to the 2007 Funding Agreement, including in accordance with Section 3.2(d) of the 2011 MOA.

SECTION 18. [Reserved].

SECTION 19. No Sale of TIFIA Loan. The TIFIA Lender shall not sell the TIFIA Loan at any time prior to the Substantial Completion Date. After such date, the TIFIA Lender may sell the TIFIA Loan to another entity or reoffer the TIFIA Loan into the capital markets only in accordance with the provisions of this Section. Such sale or reoffering shall be on such terms as the TIFIA Lender shall deem advisable. However, in making such sale or reoffering the TIFIA Lender shall not change the terms and conditions of the TIFIA Loan without the prior written consent of Fairfax County and the Borrower. The TIFIA Lender shall provide (a) at least sixty (60) days prior to any sale or reoffering of the TIFIA Loan, written notice to Fairfax County and the Borrower to the effect that the TIFIA Lender is considering the sale or reoffering of the TIFIA Loan and (b) at least thirty (30) days prior to any sale or reoffering of the TIFIA Loan, written notice to Fairfax County and the Borrower confirming TIFIA Lender's intention to consummate such a sale or reoffering; provided, however, that no such notice shall be required during the continuation of any Event of Default. The provision of any notice pursuant to this Section shall not (x) obligate the TIFIA Lender to sell nor (y) provide Fairfax County or the Borrower with any additional rights or remedies in the event the TIFIA Lender, for any reason, does not sell the TIFIA Loan.

SECTION 20. Events of Default and Remedies.

(a) An "**Event of Default**" shall exist under this Agreement if:

(i) Payment Default. The Borrower shall fail to pay any of the principal amount of or interest on the TIFIA Loan (including TIFIA Debt Service

required to have been paid pursuant to Section 9, and any mandatory prepayment required pursuant to Section 10(a)), when and as the payment thereof shall be required under this Agreement or the TIFIA Bond or on the Final Maturity Date (each such failure, a "**Payment Default**");

(ii) Covenant Default. Any Borrower Related Party shall fail to observe or perform any covenant, agreement or obligation of such Borrower Related Party under this Agreement, the TIFIA Bond or any other TIFIA Loan Document (other than any Payment Default), and such failure shall not be cured within thirty (30) days after (A) receipt by the Borrower or Fairfax County (as applicable) from the TIFIA Lender of written notice thereof or (B) the TIFIA Lender is notified of such failure, or should have been notified of such failure by Fairfax County, pursuant to the terms of this Agreement; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (ii) if and so long as within such thirty (30) day period the Borrower or Fairfax County shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured; provided such failure is cured within one hundred eighty (180) days of the first occurrence of such failure;

(iii) Contribution Failure. Fairfax County fails to make a contribution of funds towards Total Project Costs substantially in the amount and as and when indicated in (A) the Base Case Financial Model or (B) any Revised Financial Model that has been approved in writing by the TIFIA Lender, in each case, other than a failure occasioned by an Event of Non-Appropriation;

(iv) Misrepresentation Default. Any of the representations, warranties or certifications of any Borrower Related Party made in or delivered pursuant to the TIFIA Loan Documents (or in any certificates delivered by such Borrower Related Party in connection with the TIFIA Loan Documents) shall prove to have been false or misleading in any material respect when made;

(v) Cross Default. Except in the case of Fairfax County, as occassioned by any Event of Non-Appropriation, any Borrower Related Party shall default in the timely performance of any covenant, agreement or obligation under any Related Document or any Related Document shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect), and such Borrower Related Party shall have failed to cure such default or to obtain an effective written waiver thereof, or to obtain an effective revocation of such termination (as the case may be) within the cure periods, if any, provided under any such Related Document;

(vi) Judgments. One or more judgments for the payment of money in an aggregate amount in excess of $100,000,000, and not otherwise covered by insurance or self-insurance, shall be rendered against the Fairfax County and the

same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed; or

(vii) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to (A) the Borrower or (B) Fairfax County. Notwithstanding the foregoing, no Event of Default shall occur (I) under clause (A) of this Section 20(a)(vii) solely as a result of the nonpayment of any conduit debt issued by the Borrower on behalf of any Person other than Fairfax County unless such nonpayment would have an effect under applicable law analogous to any of the events referred to in the definition of Bankruptcy Related Event or would otherwise have a Material Adverse Effect or could otherwise reasonably be expected to result in a Material Adverse Effect, or (II) under clause (B) of this Section 20(a)(vii), as occassioned by any Event of Non-Appropriation.

(b) (i) Upon the occurrence of any Event of Default described in Section 20(a)(vii)(A), all obligations of the TIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan shall automatically be deemed terminated.

(ii) Upon the occurrence of any other Event of Default or any other event or circumstance that would constitute an Event of Default but for the operation of Section 41, the TIFIA Lender, by written notice to the Borrower and Fairfax County, may suspend or terminate all of its obligations hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan.

(c) Whenever any Event of Default hereunder shall have occurred and be continuing, the TIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the TIFIA Bond or the other TIFIA Loan Documents, and may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower available under the Trust Agreement the moneys adjudged or decreed to be payable, and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents.

(d) Whenever any Event of Default hereunder shall have occurred and be continuing, or if any other event or circumstance that would constitute an Event of Default would have occurred and be continuing hereunder but for the operation of Section 41, the TIFIA Lender may suspend or debar Fairfax County or the Borrower from further participation in any Government program administered by the TIFIA Lender and to notify other departments and agencies of such default.

(e) No action taken pursuant to this Section shall relieve any Borrower Related Party from its respective obligations pursuant to this Agreement, the TIFIA Bond or the other TIFIA Loan Documents, all of which shall survive any such action.

SECTION 21. Accounting and Audit Procedures; Inspections; Reports and Records.

(a) Fairfax County shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all Project-related transactions (including the transfer of Dedicated Revenues to the Trustee and TIFIA Loan requisitions received and disbursements made with regard to the Project), so that audits may be performed to ensure compliance with and enforcement of this Agreement. Fairfax County shall use accounting, audit and fiscal procedures conforming to GASB, including, with respect to the TIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts outstanding under the Trust Agreement and this Agreement.

(b) So long as the TIFIA Bond or any portion thereof shall remain outstanding and until five (5) years after the TIFIA Bond shall have been paid in full, the TIFIA Lender shall have the right, upon reasonable prior notice, to visit and inspect any of the locations or properties of any Borrower Related Party that are relating to the Project and the TIFIA Loan, to examine their respective books of account and records relating to the Project and the TIFIA Loan, to make copies and extracts therefrom at the Borrower's expense, and to discuss the affairs, finances and accounts of any Borrower Related Party that are relating to the Project and the TIFIA Loan with, and to be advised as to the same by, their respective officers and employees and their respective independent public accountants (and by this provision each Borrower Related Party irrevocably authorizes its independent public accountants to discuss with the TIFIA Lender the affairs, finances and accounts of such Borrower Related Party that are relating to the Project and the TIFIA Loan, whether or not any representative of such Borrower Related Party is present, it being understood that nothing contained in this Section 21(b) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the TIFIA Lender may desire. The Borrower agrees to pay all out-of-pocket expenses incurred by the TIFIA Lender in connection with the TIFIA Lender's exercise of its rights under this Section 21(b) at any time when an Event of Default shall have occurred and be continuing.

(c) Fairfax County and the Borrower shall maintain and retain their files relating to the Project and the TIFIA Loan until five (5) years after the later of the date on which (i) all rights and duties hereunder and under the TIFIA Bond (including payments) have been fulfilled and any required audits have been performed and (ii) any litigation relating to the Project, the TIFIA Loan or this Agreement is finally resolved or, if the TIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the TIFIA Lender, the Borrower and Fairfax County. Fairfax County and the Borrower shall each provide to the TIFIA Lender in a timely manner all records and documentation relating to the Project that the TIFIA Lender may reasonably request from time to time (other than materials which, if provided to the TIFIA Lender, would constitute (A) a violation by Fairfax County or the Borrower of applicable law or (B) a waiver by Fairfax County or the Borrower of the attorney-client privilege in respect of such information, and only for so long as such privilege shall apply).

(d) Fairfax County shall provide to the TIFIA Lender, promptly after the sending or receipt thereof, copies of (i) all final reports, other final written materials and material correspondence, other than those that are non-substantial or ministerial in nature, sent to, or received from, any Nationally Recognized Rating Agency that has provided, or is being

requested to provide, a rating on any indebtedness of the Borrower issued or incurred under the Trust Agreement, (ii) all notices and other written communications, other than those that are non-substantive or ministerial in nature, received by it from the Trustee, and (iii) all reports, notices and other written materials, other than those that are non-substantive or ministerial in nature, required to be sent to the Trustee under the Trust Agreement; unless, in each case, the TIFIA Lender notifies the Borrower that any such reports, notices and/or other written materials no longer need to be provided.

(e) The TIFIA Lender shall have the right to conduct from time to time independent financial and compliance audits of the Borrower or Fairfax County in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A 133, "Audits of State and Local Governments" (as applicable), or as otherwise requested by the TIFIA Lender. Upon reasonable notice, the Borrower and Fairfax County shall cooperate fully in conducting audits and shall provide full access to any books, documents, papers or other records which are pertinent to the Project or the TIFIA Loan, to the Secretary, or the designee thereof, for necessary project or programmatic audits pursuant to 23 U.S.C. § 603, 49 C.F.R. § 80.19, 31 U.S.C. § 6503(h) and 31 U.S.C. § 7503(b).

SECTION 22. Financial Plan, Statements, and Reports.

(a) Fairfax County shall provide to the TIFIA Lender, within sixty (60) days after the Effective Date and annually thereafter not later September 30th of each County Fiscal Year (or if Fairfax County adopts a County Fiscal Year that does not begin on July 1, ninety (90) after the beginning of each such County Fiscal Year), a Financial Plan. The Financial Plan submitted within sixty (60) days after the Effective Date should be consistent in all respects with the projections, assumptions and other information contained or reflected in the Base Case Financial Model, including as to the contribution of funds towards Total Project Costs. The initial and each subsequent Financial Plan delivered hereunder shall be subject to approval by the TIFIA Lender and, for the period through the Substantial Completion Date, the FTA Regional Office and FHWA's Office of Innovative Program Delivery.

(i) The Financial Plan shall be prepared in accordance with recognized financial reporting standards.

(ii) The Financial Plan shall include: (A) a certificate signed by the County's Authorized Representative to the effect that the Financial Plan, including the assumptions and supporting documentation, is accurate and reasonable to the best of Fairfax County's knowledge and belief; (B) a certificate signed by the County's Authorized Representative demonstrating that annual projected Dedicated Revenues shall be sufficient to meet the Loan Amortization Schedule; and (C) an electronic copy of a Revised Financial Model for the period from inception thereof through the Final Maturity Date, in substantially the form heretofore provided to the TIFIA Lender, and based upon assumptions and projections with respect to the Dedicated Revenues and the Required Percentage of expenses of the Project, as of the most recent practicable date prior to the delivery of such Revised Financial Model.

(iii) For the period through Substantial Completion, the Financial Plan shall: (A) provide the current estimate of the Required Percentage of the total cost of the Project and of the remaining cost to complete the Project (each of which may be based on information provided by MWAA); (B) provide current estimates of sources and uses of the Required Percentage of funds for the Project, identify any significant funding changes since the preceding Financial Plan, discuss reasons for and implications of the funding changes, and include a summary table showing the history of Fairfax County's Project funding since the Base Case Financial Model as of the Effective Date and since the preceding Financial Plan; and (C) provide an updated cash flow schedule showing annual cash needs to be funded by the Borrower or Fairfax County versus available revenue and funding to meet those needs and identify any potential revenue and funding shortfalls, and addressing contingency measures that will or may be taken to address any shortfalls, as provided by MWAA.

(iv) For the period following Substantial Completion of the Project until repayment of the TIFIA Loan in full, the Financial Plan shall: (A) provide an updated cash flow schedule showing annual Dedicated Revenues and outflows (Debt Service Requirements (including TIFIA Debt Service (whether or not required to be paid pursuant to the provisions of Section 9)); (B) provide current and estimated amounts of Dedicated Revenues received and the amounts deposited into each of the accounts and subaccounts established under the Trust Agreement and the amount disbursed from such funds and accounts and the balance in each of the funds and accounts; (C) provide an updated schedule of actual and projected Dedicated Revenues; and (D) include a written narrative report explaining any variances in costs (which may be based on information provided by MWAA) or revenues since the Base Case Financial Model and the preceding Financial Plan and describing in reasonable detail any material matters that may affect the future performance of the Borrower's obligations under this Agreement and the causes thereof.

(b) Not later than one hundred twenty (120) days following Substantial Completion, Fairfax County shall deliver to the TIFIA Lender a report that includes an updated cash flow schedule for all County Fiscal Years during the term of the TIFIA Loan.

(c) Fairfax County shall furnish to the TIFIA Lender, as soon as available, but no later than one hundred eighty (180) days after the end of each County Fiscal Year, a copy of Fairfax County's Comprehensive Annual Financial Report, containing the audited balance sheet of Fairfax County as of the end of such County Fiscal Year and the related audited statements of income and operations, and changes in cash flow of Fairfax County for such County Fiscal Year, setting forth in each case in comparative form the figures for the previous County Fiscal Year, certified without a "going concern" or like qualification or exception, or qualification as to the scope of the audit, by KPMG, LLP or another an independent public accounting firm selected by Fairfax County and which is not objected to by the TIFIA Lender within ten (10) Business Days after receiving notice from the Borrower of the name of the proposed auditor, together with supporting information regarding the qualifications of the proposed auditor.

(d) All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GASB applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

(e) Fairfax County shall furnish to the TIFIA Lender, together with each delivery of annual audited financial statements of Fairfax County pursuant to Section 22(c), a certificate signed by the Fairfax County Executive or chief financial officer of Fairfax County or any County's Authorized Representative, stating whether or not, to Fairfax County's knowledge, during the annual period covered by such financial statements, there occurred any Event of Default or event which, with notice or lapse of time or both, would become an Event of Default, and, if any such Event of Default or other event shall have occurred during such period, the nature of such Event of Default or other event and the actions, if any, that the Borrower or Fairfax County has taken or intends to take in respect thereof.

(f) Fairfax County shall obtain financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 *et seq*.

SECTION 23. Oversight and Monitoring. Fairfax County shall furnish to the TIFIA Lender:

(a) Incurrence of Indebtedness. On or before the third (3rd) Business Day following the end of any calendar month during which the Borrower or Fairfax County incurs any indebtedness for borrowed money in connection with the Project, Fairfax County shall provide a report executed by a County's Authorized Representative setting forth (i) the amount of each such issuance or borrowing and (ii) a detailed breakdown, in form and substance satisfactory to the TIFIA Lender, of the uses of proceeds from such issuances or borrowings.

(b) Contributions from Fairfax County. On or before the third (3rd) Business Day following the end of any calendar month during which Fairfax County receives a request for or makes any contributions of funds or property in connection with the Project, Fairfax County shall provide a report executed by a County's Authorized Representative setting forth (i) the amount of each such request or contribution and (ii) a detailed breakdown, in form and substance satisfactory to the TIFIA Lender, of the uses of proceeds from such requested contributions or actual contributions. In the event of any failure by Fairfax County to make a contribution within sixty (60) days after the date by which such contribution is due pursuant to the Phase 2 Funding Procedures, Fairfax County shall prepare and submit to the TIFIA Lender a Revised Financial Model demonstrating what funds are available to Fairfax County to pay for the Required Percentage of total Project costs reflected in the Project Budget, and describing the availability of such funds to Fairfax County as of the date of such Revised Financial Model.

SECTION 24. No Personal Recourse. No official, employee or agent of the TIFIA Lender, Fairfax County or the Borrower or any Person executing this Agreement or any of the other TIFIA Loan Documents shall be personally liable on this Agreement or such other TIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

SECTION 25. No Third Party Rights. The parties hereby agree that this Agreement creates no third party rights against the Borrower, Fairfax County, the United States or the TIFIA Lender, solely by virtue of the TIFIA Loan, and that no third party creditor or creditors of the Borrower or Fairfax County shall have any right against the TIFIA Lender with respect to the TIFIA Loan made pursuant to this Agreement.

SECTION 26. Authorized Representatives.

(a) The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the TIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

(b) Fairfax County shall at all times have appointed a County's Authorized Representative by designating such employee or employees of Fairfax County from time to time to act on Fairfax County's behalf pursuant to a written certificate furnished to the TIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by Fairfax County.

SECTION 27. TIFIA Lender's Authorized Representative.

(a) The TIFIA Lender shall at all times have appointed the TIFIA Lender's Authorized Representative by designating such Person or Persons from time to time to act on the TIFIA Lender's behalf pursuant to a written certificate furnished to the Borrower, Fairfax County and the Servicer (if any) containing the specimen signature or signatures of such Person or Persons and signed by the TIFIA Lender.

(b) Pursuant to a Delegation of Authority dated July 24, 2003, the Administrator delegated the authority to enter into contracts and sign all contractual and funding documents (with the exception of the term sheets and credit agreements) necessary to implement the Act, including entering into technical amendments to, and restatements of, term sheets and credit agreements that do not materially impair the credit quality of the revenues pledged to repay the TIFIA Lender. This authority was delegated to the Associate Administrator for Administration who in turn delegated such authority to the Director of the Office of Innovative Program Delivery on June 15, 2009. Pursuant to these delegations the above named officers, any of whom alone may act, serve as the TIFIA Lender's Authorized Representative under this Agreement, in addition to the Administrator for the purposes set forth herein.

SECTION 28. Servicer. The TIFIA Lender may from time to time designate an entity or entities to perform, or assist the TIFIA Lender in performing, the duties of the Servicer or specified duties of the TIFIA Lender under this Agreement and the TIFIA Bond. The TIFIA Lender shall give the Borrower, Fairfax County and the Trustee written notice of the appointment of any initial, successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the TIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which

the TIFIA Lender shall have delegated to such Servicer. The TIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the TIFIA Bond.

SECTION 29. Fees and Expenses.

(a) Commencing in Federal Fiscal Year ("FFY") 2015 and continuing thereafter each year throughout the term of this Agreement, the Borrower shall pay, or cause Fairfax County to pay, to the TIFIA Lender a loan servicing fee on or before the fifteenth (15th) of November. The TIFIA Lender shall establish the amount of this annual fee, and the TIFIA Lender shall notify the Borrower and Fairfax County of the amount, at least thirty (30) days before payment is due.

(b) In establishing the amount of the fee, the TIFIA Lender will adjust the previous year's base amount in proportion to the percentage change in CPI. For the FFY 2015 calculation, the TIFIA Lender will use the FFY 2014 base amount of $12,483 which applies to other TIFIA borrowers, as the previous year's base amount. The TIFIA Lender will calculate the percentage change in the CPI, before seasonal adjustment, from August of the previous year to August of the current year and will then adjust the previous year's base amount in proportion to the CPI percentage change. To calculate the amount of the fee, the TIFIA Lender shall round the current year's base amount using increments of $500. Results with the ending integers between 250-499 or between 750-999 shall be rounded upward, and results with the ending integers between 001-249 or between 501-749 shall be rounded downward. The CPI adjustments in the following years shall begin with the base amount, not the rounded fee.

(c) The Borrower and Fairfax County shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

(d) The Borrower and Fairfax County agree, whether or not the transactions hereby contemplated shall be consummated, to reimburse the TIFIA Lender on demand from time-to-time, within thirty (30) days after receipt of any invoice from the TIFIA Lender, for any and all fees, costs, charges and expenses incurred by it (including the reasonable fees, costs and expenses of legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other TIFIA Loan Documents and the transactions hereby and thereby contemplated, including reasonable attorneys', engineers', and planning fees and professional costs, including all such fees, costs and expenses incurred as a result of or in connection with:

(i) the enforcement of or attempt to enforce any provision of this Agreement or any of the other TIFIA Loan Documents;

(ii) any amendment, modification, or requested amendment or modification of, waiver, consent or requested waiver or consent under or with respect to, or the protection or preservation of any right or claim under, this Agreement, any other Related Document or the Trust Estate, or advice in connection with the administration, preservation in full force and effect and

enforcement of this Agreement or any other Related Document or the rights of the TIFIA Lender thereunder; and

(iii) any work-out, restructuring or similar arrangement of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents during the pendency of one or more Events of Default.

The obligations of the Borrower and Fairfax County under this Section 29 shall survive the payment or prepayment in full or transfer of the TIFIA Bond, the enforcement of any provision of this Agreement or the other TIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring or similar arrangement.

SECTION 30. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement or the TIFIA Bond shall in any event be effective without the prior written consent of each of the parties hereto.

SECTION 31. Governing Law. This Agreement shall be governed by the federal laws of the United States if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable. Notwithstanding the foregoing, the Borrower's and Fairfax County's obligations under this Agreement shall be subject to any applicable limitation on the scope and/or extent of the Borrower's and Fairfax County's authority under State law.

SECTION 32. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 33. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's nor Fairfax County's rights or obligations hereunder nor any interest therein may be assigned or delegated by the Borrower or Fairfax County without the prior written consent of the TIFIA Lender.

SECTION 34. Remedies Not Exclusive. No remedy conferred herein or reserved to the TIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 35. Delay or Omission Not Waiver. No delay or omission of the TIFIA Lender to exercise any right or remedy provided hereunder upon a default of the Borrower or Fairfax County (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or by law to the TIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the TIFIA Lender.

SECTION 36. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 37. Notices; Payment Instructions. Notices hereunder shall be (a) in writing, (b) effective upon receipt (except as otherwise provided herein) and (c) given by (i) nationally recognized courier service, (ii) hand delivery or (iii) solely with respect to ministerial or non-substantive notices, email, in each case to: **[NOTE TO DRAFT: Fairfax County to update notice address to complete blanks and brackets]**

If to TIFIA Lender	TIFIA Joint Program Office (HITJ) Federal Highway Administration Room E64-301 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Director Email: TIFIACredit@dot.gov
with copies to:	Federal Transit Administration Office of Budget and Policy -TIFIA Room E52-328 1200 New Jersey, Avenue, SE Washington, DC 20590 Federal Transit Administration Region III Office 1760 Market Street, Suite 500 Philadelphia, PA 19103-4124 Office of the Chief Counsel - TIFIA Federal Transit Administration Room E56-314 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Paula L. Schwach, Esq., FTA Counsel for TIFIA
If to Borrower:	Fairfax County Economic Development Authority, Virginia 8300 Boone Boulevard Suite 450 Vienna, VA 22180

	Attention: Executive Director Email: [_____]
with copies to:	[Insert relevant parties]
If to Fairfax County:	County of Fairfax 12000 Government Center Parkway Suite 549 Fairfax, VA 22035 Attention: County Executive
with copies to:	Office of the County Attorney 12000 Government Center Parkway Fairfax, VA 22035 Attention: [County Attorney]

Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a Borrower's Authorized Representative with respect to notices to the Borrower, by a County's Authorized Representative with respect to notices to Fairfax County, or by the TIFIA Lender's Authorized Representative with respect to notices to the TIFIA Lender or the Servicer. The Borrower shall make any payments hereunder or under the TIFIA Bond in accordance with the payment instructions hereafter provided by the TIFIA Lender's Authorized Representative, as modified from time-to-time by the TIFIA Lender's Authorized Representative. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 37 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 37 (or in accordance with the latest unrevoked written direction from the receiving party) and all necessary confirmations have been received in accordance herewith; provided that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

SECTION 38. Effectiveness. This Agreement shall be effective on the Effective Date.

SECTION 39. Termination. This Agreement shall terminate upon payment in full by the Borrower of the TIFIA Loan; provided, however, that the reporting and record keeping requirements of Section 21(b) and (c) and the payment requirements of Section 29 shall survive the termination of this Agreement as provided in such sections.

SECTION 40. Integration. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

SECTION 41. Non-Appropriations. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER**

RELATED DOCUMENT, THE FAILURE OF FAIRFAX COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, TO OR FOR THE ACCOUNT OF THE BORROWER, THE TRUSTEE, THE TIFIA LENDER OR ANY OTHER PERSON ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN "EVENT OF NON-APPROPRIATION") SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT.

SECTION 42. Federal Funding. **NO FEDERAL GRANTS, LOANS, OR OTHER FUNDS ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, INCLUDING THE PROCEEDS OF THE TIFIA LOAN, HAVE BEEN OR WILL BE PROVIDED FOR THE DESIGN, DEVELOPMENT, AND/OR CONSTRUCTION OF THE PARKING FACILITIES. FOR AVOIDANCE OF DOUBT, FAIRFAX COUNTY AND THE TIFIA LENDER ACKNOWLEDGE THAT THE PARKING FACILITIES HAVE NEITHER BEEN SELECTED NOR DESIGNATED A FEDERALLY FUNDED PROJECT UNDER 23 U.S.C. OR 49 U.S.C. AND REMAIN CLASSIFIED AS "CONCURRENT NON-PROJECT ACTIVITIES" BY FTA.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name:_____
Title: _____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Name:_____
Title: _____

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
Name: Gregory G. Nadeau
Title: Acting Administrator

Attachment 3

[SCHEDULES TO TIFIA LOAN AGREEMENT TO BE INSERTED HERE]

Attachment 3

EXHIBIT A

FORM OF TIFIA BOND

[Form of Face of the Bond]

United States of America | Commonwealth of Virginia

Fairfax County Economic Development Authority
Revenue Bond
(Silver Line Phase II Project)
Series 2014
(TIFIA – 2014-1003A)

No. _____ $403,274,894[1]

Interest Rate:	Maturity Date:	Original Issue Date:
____%	April 1, 2046	[_____ __], 2014

Holder/Registered Owner: UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator, or its assigns

Maximum Principal Amount: $403,274,894 (FOUR HUNDRED THREE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY FOUR AND 00/100 Dollars)[1]

Fairfax County Economic Development Authority (the "**Borrower**"), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Holder/Registered Owner named above, or its assigns (the "**TIFIA Lender**"), on the Maturity Date set forth above (or earlier as hereinafter referred to), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the "**Disbursements**") made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the TIFIA Loan Agreement referred to below, being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding Principal Sum all as more fully described in the TIFIA Loan Agreement. The proceeds derived from the issuance of this Bond will be used for the purposes described in the TIFIA Loan Agreement. The registered owner of this Bond is hereby

[1]Such amount shall increase by the amount of interest capitalized pursuant to the terms of the TIFIA Loan Agreement.

authorized to make revisions to the Loan Amortization reflected in Exhibit G to the to the TIFIA Loan Agreement, which is hereby made a part hereof, at any time and from time-to-time pursuant to the TIFIA Loan Agreement to reflect to (i) the amount of each disbursement made thereunder, (ii) any capitalization of interest as provided therein, (iii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower thereunder, (iv) each repayment or prepayment in respect of the principal amount of this Bond. Such revisions shall be deemed conclusive absent manifest error, but no failure to make any such revisions and no error in such revisions shall affect any of the obligations of the Borrower under this Bond or the other TIFIA Loan Documents (as defined in the TIFIA Loan Agreement). The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with Exhibit G to the TIFIA Loan Agreement, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Payments hereon are to be made in accordance with Section 9(e) of the TIFIA Loan Agreement as the same become due. Principal of and interest on this bond (the "**Bond**") shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts. If the Final Maturity Date (as defined in the TIFIA Loan Agreement) is amended pursuant to an amendment of the TIFIA Loan Agreement, the due date of this Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the TIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this Bond without the prior written agreement of the TIFIA Lender.

This Bond is a revenue bond of the Borrower, designated "Revenue Bond (Silver Line Phase II Project), Series 2014", issued under a Trust Agreement, dated as of December 1, 2014 (as amended and supplemented as permitted thereby, being hereinafter referred to as the "Trust Agreement"), by and between the Borrower and the Trustee (hereinafter mentioned). This Bond is being issued to provide financing for a portion of the amount required by the Metropolitan Washington Airports Authority to undertake the Phase II Project (as defined in the Trust Agreement).

U.S. Bank National Association, a national banking association having trust powers, duly organized and doing business under the laws of the United States of America, with a corporate trust office in Richmond, Virginia, has been appointed Trustee, Bond Registrar and Paying Agent for the Bond under the Trust Agreement.

This Bond is issuable as fully registered. At the corporate trust office of the Bond Registrar in Richmond, Virginia, in the manner and subject to the limitations and conditions provided in the Trust Agreement, this Bond may be exchanged for a Bond in the same principal amount of the Series and maturity and bearing interest at the same rate.

The transfer of this Bond is registrable by the Holder hereof by its legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and the TIFIA Loan Agreement, and upon surrender and cancellation of this Bond.

In particular, no transfer of this Bond shall take place except pursuant to the terms of the TIFIA Loan Agreement. In addition, no transfer shall take place unless the Trustee shall have

received from the Borrower an updated schedule showing the Debt Service Requirements of the Bond, a certificate from the Holder requesting and approving such transfer and a certificate from an EDA Representative directing the trustee to transfer the Bond.

Upon the Borrower's receipt of all Advances under the TIFIA Loan Agreement and upon the Trustee's receipt from the Borrower of an updated schedule showing the Debt Service Requirements of the Bond such Bond may be transferred as generally set forth in the Trust Agreement.

Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee in a principal amount equal to the principal amount of this Bond, of the same Series and maturity and bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after such Bond has been selected for redemption.

This Bond is a limited obligation of the Borrower payable solely from amounts constituting part of the Trust Estate (as defined in the Trust Agreement) and from other money pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including the Borrower and Fairfax County, Virginia (the "County") are pledged to the payment of the principal of or the interest on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including the Borrower and the County) to levy any taxes whatever therefor or to make any appropriation for their payment except from the funds pledged therefor. The Borrower has no taxing power.

Reference is made to the TIFIA Loan Agreement, dated as of December [__], 2014 (the as amended and supplemented from time to time, the "TIFIA Loan Agreement"), by and between the Borrower and the United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator, for other covenants and declarations of the Borrower and other terms and conditions upon which this Bond has been issued, which terms and conditions shall for all purposes have the same effect as if fully set forth herein. The Borrower unconditionally covenants that it will keep and perform all of the covenants of this Bond and of the TIFIA Loan Documents (as defined in the TIFIA Loan Agreement) to which the Borrower is a party.

ADDITIONAL PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH SET FORTH HERE.

[18] **IN WITNESS WHEREOF,** Fairfax County Economic Development Authority, Virginia has caused this Bond to be executed with the facsimile signatures of its [Vice] Chairman and its [Assistant] Secretary and a facsimile of its official seal to be imprinted hereon and this Bond to be dated the __ day of _____, 20__.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Attachment 3

VIRGINIA

By [FACSIMILE SIGNATURE]
[Vice] Chairman of the Fairfax County Economic Development Authority
Virginia

By [FACSIMILE SIGNATURE]
[Assistant] Secretary of the Fairfax County Economic Development Authority
Virginia

[FACSIMILE OF OFFICIAL SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is a bond issued under the provisions of the within-mentioned Trust Agreement.

_____,
Bond Registrar

By_____
Authorized Signatory

Date of authentication:

_____

[Form of Reverse of the Bond]

The Borrower has entered into a Support Agreement, dated as of December _, 2014 (the "Support Agreement"), with the County pursuant to which the County, subject to the terms and conditions of the Support Agreement, has agreed to pay Basic Payments (as defined in the Support Agreement) for the Project in amounts sufficient to pay the principal of and interest on this Bond and to pay to the Trustee, for the account of the Authority, County Reserve Payments (as defined in the Support Agreement) in an amount equal to any deficiency in the Reserve Fund held by the Trustee under the Trust Agreement and pledged to the payment of this Bond. Under the Trust Agreement and Support Agreement, all such payments by the County are to be deposited to the credit of the Reserve Fund. The obligation of the County under the Support Agreement to make such Basic Payments and County Reserve Payments and make other payments required thereby in any fiscal year of the County is contingent upon the annual appropriation by the Board of Supervisors of the County of funds from which such payments can be made. Under the Trust Agreement, the Borrower has assigned to the Trustee as security for this Bond its rights to receive the payments of such Basic Payments, County Reserve Payments and other payments required by the Support Agreement (other than Additional Payments (as defined in the Support Agreement) and such payments constitute a portion of the "Trust Estate" that is pledged under the Trust Agreement to the payment of this Bond.

Reference is made to the Trust Agreement for a more complete statement of the provisions thereof and of the rights and duties of the Borrower, the Trustee, the Paying Agent for this Bond, the Bond Registrar and the registered owner. A copy of the Trust Agreement is on file and may be inspected at the corporate trust office of the Trustee in Richmond, Virginia. By the purchase and acceptance of this Bond, the Holder hereof signifies assent to all of the provisions of the aforementioned documents.

This Bond is issued and the Trust Agreement was entered into under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the

provisions, restrictions and limitations of Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

This Bond is issuable as a fully registered Bond in equal to the entire principal amount. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Trust Agreement, Bond(s) may be exchanged for one Bond in the same principal amount, bearing interest at the same rate.

The transfer of this Bond is registrable by the Holder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and upon surrender and cancellation of this Bond. Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee, in the same principal amount of this Bond, bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after it has been selected for redemption.

The principal of and interest on this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable in the manner and at the place provided in the TIFIA Loan Agreement.

This Bond shall be subject to mandatory prepayment and redemption in accordance with the TIFIA Loan Agreement and the TIFIA Letter Agreement.

This Bond shall be subject to redemption at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be redeemed are to be determined in accordance with the TIFIA Loan Agreement); provided, however, such redemption shall be in such amounts as provided in the TIFIA Loan Agreement.

The owner of this Bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement or the TIFIA Loan Agreement. Any delay on the part of the owner of this Bond in exercising any right in respect of this Bond shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

Modifications or alterations of the Support Agreement and the Trust Agreement may be made only to the extent and in the circumstances permitted by the Trust Agreement and the TIFIA Loan Agreement.

This Bond is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby certifies that the transfer of the Bond complies with all of the requirements set forth in Section 19 of the TIFIA Loan Agreement (as defined in the Bond), sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

_____

_____

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by:_____

*Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Attachment 3

EXHIBIT B

ANTICIPATED TIFIA LOAN DISBURSEMENT SCHEDULE

County Fiscal Year	Amount
	$

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY COVERED TRANSACTIONS

The undersigned on behalf of [INSERT NAME OF PARTY], hereby certifies that [INSERT NAME OF PARTY] and, to the best of the undersigned's knowledge and belief, its principals (as defined in 2 C.F.R. § 180.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three (3) year period preceding the Effective Date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding the Effective Date had one or more public transactions (federal, state or local) terminated for cause or default.

Capitalized terms used in the certificate and not defined shall have the respective meanings ascribed to such terms in the TIFIA Loan Agreement, dated as of [Dated Date], among the TIFIA Lender, Fairfax County and the Borrower, as the same may be amended from time to time.

Dated: _____

[BORROWER / FAIRFAX COUNTY]

By: _____
[Borrower's Authorized Representative][County's Authorized Representative]
Name:
Title:

EXHIBIT D

REQUISITION PROCEDURES

This Exhibit D sets out the procedures which the Borrower and Fairfax County agree to follow in submitting Requisitions for the disbursement of TIFIA Loan proceeds to enable the Borrower, on behalf of Fairfax County, to reimburse MWAA for MWAA's prior payment of Eligible Project Costs incurred in connection with Phase 2. Section 1 sets out the manner in which Requisitions are to be submitted and reviewed. Sections 2 through 4 set out the circumstances in which the TIFIA Lender may reject or correct Requisitions submitted by the Borrower (or Fairfax County, acting on behalf of the Borrower) or withhold a disbursement. The Borrower and Fairfax County expressly agree to the terms hereof, and further agree that (i) the rights of the TIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the TIFIA Lender under the TIFIA Loan Agreement, and (ii) nothing contained herein shall be construed to limit the rights of the TIFIA Lender to take actions, subject to any limitations thereon as set forth in the TIFIA Loan Agreement, including administrative enforcement action and actions for breach of contract against the Borrower or Fairfax County if it fails to carry out its obligations under the TIFIA Loan Agreement during the term thereof.

Section 1. General Requirements. All requests by the Borrower (or Fairfax County, acting on behalf of the Borrower) for the disbursement of TIFIA Loan proceeds shall be made by electronic mail or overnight delivery service by submission to the TIFIA Lender, in accordance with Section 37 of the Agreement, of a Requisition, in form and substance satisfactory to the TIFIA Lender and completed and executed by a Borrower's Authorized Representative and a County's Authorized Representative. The form of Requisition is attached as Appendix One to this Exhibit D. Supporting documentation should be submitted with the Requisition.

The TIFIA Lender agrees to promptly send to the Borrower in accordance with Section 37 of the Agreement, an acknowledgement of receipt of each Requisition in the form attached as Appendix Two to this Exhibit D setting forth the date of receipt by the TIFIA Lender of such Requisition and setting forth the Business Day on which disbursement will be made absent denial by the TIFIA Lender. All disbursement requests must be received by the TIFIA Lender at or before 5:00 P.M. (Eastern Time) on the first Business Day of a calendar month in order to obtain disbursement by the fifteenth (15th) day of such calendar month or, if either such day is not a Business Day, the next succeeding Business Day. If a Requisition is approved by the TIFIA Lender, the TIFIA Lender will notify the Borrower and Fairfax County of such approval and of the amount so approved.

Section 2. Rejection. A Requisition may be rejected by the TIFIA Lender if it is:

(a) submitted without signature;

(b) submitted under signature of a Person other than a Borrower's Authorized Representative or a County's Authorized Representative;

(c) submitted following the disbursement of all proceeds of the TIFIA Loan; or

(d) submitted less than one (1) month after MWAA has submitted a Reimbursement Claims Package which (i) includes invoices and records which evidence all of the Eligible Project Costs requested to be reimbursed with TIFIA Loan proceeds pursuant to such Requisition, (ii) complies with the applicable requirements of the Phase 2 Funding Procedure, and (ii) was expressly approved or not expressly denied by the TIFIA Lender pursuant to the Phase 2 Funding Procedure.

The TIFIA Lender will notify the Borrower and Fairfax County of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified in (a) or (b) above must be resubmitted in proper form in order to be considered for approval. If a Requisition exceeds the balance of the TIFIA Loan proceeds remaining to be disbursed, the request will be treated as if submitted in the amount of the balance so remaining, and the TIFIA Lender will so notify the Borrower and Fairfax County.

Section 3. Correction. A Requisition containing an apparent mathematical error will be corrected by the TIFIA Lender, after telephonic notification to the Borrower or Fairfax County, and will thereafter be treated as if submitted in the corrected amount. The TIFIA Lender will confirm correction of the error, to the Borrower and Fairfax County, in writing.

Section 4. Withholding. The TIFIA Lender shall be entitled to withhold approval of any pending or subsequent requests for the disbursement of TIFIA Loan proceeds if:

(a) an Event of Default under the TIFIA Loan Agreement shall have occurred and be continuing;

(b) the Borrower:

(i) fails to pay any principal or interest on the TIFIA Loan when the same is due and payable; or

(ii) applies TIFIA Loan proceeds for purposes other than payment of, or reimbursement for, Eligible Project Costs which have been the subject of an approved disbursement request hereunder;

(b) the Borrower or Fairfax County:

(i) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable federal or local criminal law, in connection with the transactions contemplated hereby; or

(ii) materially impairs the Project from fulfilling its intended purpose, or prevents or materially impairs the ability of the TIFIA Lender to monitor compliance by the Borrower with applicable federal or local law pertaining to the Project, or with the terms and conditions of the TIFIA Loan Agreement; or

(iii) fails to observe or comply with any applicable federal or local law, or any term or condition of the TIFIA Loan Agreement; or

(iv) fails to deliver documentation evidencing Eligible Project Costs claimed for disbursement at the times and in the manner specified by the TIFIA Loan Agreement; and such failure continues for a period of more than thirty (30) days following written notice from the TIFIA Lender to the Borrower or Fairfax County, the TIFIA Lender shall be entitled to withhold, from any Requisition received after such thirty (30) day period has expired, and until such failure is cured or corrected, an amount determined by the TIFIA Lender (in its sole discretion) to be adequate for the cure or correction of such failure, which amount shall be stated in such notice; provided, that if the nature of the failure is such that it cannot reasonably be cured or corrected within such thirty (30) day period, the TIFIA Lender shall not withhold any disbursement by reason of such failure if the Borrower or Fairfax County commences such cure or correction within such thirty (30) day period and thereafter diligently completes such cure or correction within a further reasonable time period.

The foregoing notwithstanding, if, as of the date of such notice from the TIFIA Lender, the balance of the TIFIA Loan proceeds remaining to be disbursed is less than the amount determined by the TIFIA Lender to be adequate for the cure or correction of such failure, the TIFIA Lender may immediately withhold all further disbursement of TIFIA Loan proceeds until such failure is cured or corrected within the time period specified by the preceding paragraph.

APPENDIX ONE TO EXHIBIT D

FORM OF REQUISITION

United States Department of Transportation
c/o Director, TIFIA Joint Program Office (HITJ)
Federal Highway Administration
Room E64-301
1200 New Jersey Avenue, SE,
Washington, DC 20590

United States Department of Transportation
Federal Transit Administration
Region III Office
1760 Market Street, Suite 500
Philadelphia, PA 19103-4124

[Loan Servicer]
[Address]
[Attention]

Re: DULLES CORRIDOR METRORAIL PROJECT (TIFIA – 2014-1003A)

Ladies and Gentlemen:

Pursuant to Section 4 of the TIFIA Loan Agreement, dated as of December [__], 2014 (the "TIFIA Loan Agreement"), by and between FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "Borrower") and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the "TIFIA Lender"), we hereby request disbursement in the amount of $_____ for Eligible Project Costs. Capitalized terms used but not defined herein have the meaning set forth in the TIFIA Loan Agreement. In connection with this Requisition the undersigned does hereby represent and certify the following:

1. This Requisition is Requisition number _____.

2. The requested date of disbursement is [_____ [15], ____] (the "Disbursement Date"), which is the first Business Day following [_____ 15, ____].

3. The amounts previously disbursed under the TIFIA Loan Agreement aggregate $_____. The amounts previously disbursed under the Trust Agreement and used to pay costs for Phase 2 aggregate $_____. The amounts previously contributed by the Borrower from Dedicated Revenues to pay costs for Phase 2 aggregate $_____. The amounts previously contributed by Fairfax County to pay costs for Phase 2 aggregate $_____. The amounts previously contributed by the Borrower from all other sources to pay costs for Phase 2 aggregate $_____. Based solely on information from MWAA, the amounts previously contributed by MWAA to

pay costs for Phase 2 aggregate $_____.] Based solely on information from MWAA, the amounts previously contributed by Loudoun County to pay costs for Phase 2 aggregate $_____.

4. Based solely on information from MWAA, the amounts hereby requisitioned have been incurred by or for the account of Fairfax County for Eligible Project Costs, and such amounts, together with the amounts set forth in paragraph 3 above, will not exceed as of the requested disbursement date thirty-three percent (33%) of the total amount of the reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA Lender. Total federal assistance provided to the Project as of the requested disbursement, together with the amounts set forth in paragraph 3 above, does not exceed eighty percent (80%) of Eligible Project Costs.

5. The amount of this Requisition, together with all prior Requisitions, does not exceed the amount of the TIFIA Loan, and the amount of this Requisition together with the sum of all disbursements of TIFIA Loan proceeds made and to be made for the current year will not exceed the cumulative disbursements through the end of the current year as set forth in the Anticipated TIFIA Loan Disbursement Schedule.

6. Based on solely information from MWAA, all amounts requisitioned hereunder are for Eligible Project Costs which have not been paid for or reimbursed by any previous disbursement from TIFIA Loan proceeds.

7. All documentation received from MWAA evidencing the Eligible Project Costs to be paid for or reimbursed by the disbursement has been delivered by Fairfax County at the times and in the manner specified by the TIFIA Loan Agreement.

8. The Borrower is in compliance with all of the terms and conditions of the TIFIA Loan Agreement and the Trust Agreement and there does not currently exist an Event of Default under the TIFIA Loan Agreement or an event of default under the Trust Agreement or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.

9. The representations and warranties of each of the Borrower and Fairfax County set forth in the TIFIA Loan Agreement (including Section 14 and Section 14A thereof) and in each other Related Document to which the Borrower or Fairfax County is a party are true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of the date hereof and each date on which a disbursement is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date). **[**The representations and warranties of each of the Borrower and Fairfax County set forth in the TIFIA Loan Agreement (including Section 14 and Section 14A thereof) and in each other Related Document are true and correct as of the Effective Date

and as of the date of the initial disbursement of the TIFIA Loan, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).**]**[1]

10. As of the date hereof and on the Disbursement Date (immediately after giving effect to the above-requested disbursement of TIFIA Loan proceeds), (i) no Event of Default or event of default under any other Related Document and (ii) no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any Related Document, in each case, has occurred and is continuing.

11. As of the date hereof and on the Disbursement Date (immediately after giving effect to the above-requested disbursement of TIFIA Loan proceeds), (i) there does not currently exist any event of default, or any event which with the giving of notice or the passage of time or both would constitute any such event of default, with respect to any indebtedness secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County and (ii) with respect to all payment obligations of Fairfax County, including lease obligations, secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County, Fairfax County has appropriated funds as and when required and in amounts sufficient to satisfy Fairfax County's payment obligations with respect thereto heretofore due and payable.

12. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred since March 27, 2014.

13. The undersigned acknowledges that if the Borrower or Fairfax County makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower or Fairfax County the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Government deems appropriate; provided, however, that neither the Borrower nor Fairfax County shall be responsible for the truth, accuracy or completeness of any information provided to the Borrower or Fairfax County by a third party which the Borrower or Fairfax County passes on in any claim, statement, submission, certification or representation to the Government. Notwithstanding anything herein to the contrary, neither the Borrower nor Fairfax County makes any claim, statement, submission, certification or representation herein to the Government with respect to any information supplied to the Borrower or Fairfax County by any third party, including MWAA, WMATA or the TIFIA Lender.

14. A copy of this requisition has been delivered to each of the above named addressees.

15. The undersigned is duly authorized to execute and deliver this requisition on behalf of Fairfax County or the Borrower (as applicable).

---

[1] Insert only in the Requisition delivered in respect of the initial disbursement of the TIFIA Loan.

16. [Add wire instructions for U.S. Bank National Association.]

Date: _____

_____
County's Authorized Representative

Name: _____
Title: _____

In connection with this Requisition, the undersigned does hereby represent and certify solely as to the matters set forth in paragraphs 8, 9, 10, 12, 13 and 15, in each case, as it relates to the Borrower.

_____
Borrower's Authorized Representative

Name: _____
Title: _____

Attachment 3

APPENDIX TWO TO EXHIBIT D

FORM OF ACKNOWLEDGMENT OF RECEIPT OF

REQUISITION FOR DISBURSEMENT OF TIFIA LOAN PROCEEDS

Fairfax County Economic Development Authority
8300 Boone Boulevard
Suite 450
Vienna, VA 22180

Re: Receipt of Requisition for Disbursement of TIFIA Loan Proceeds

Ladies and Gentlemen:

Pursuant to Section 4 of the TIFIA Loan Agreement, dated as of December [__], 2014 by and among FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "Borrower"), the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the "TIFIA Lender"), the undersigned authorized representative of the TIFIA Lender hereby acknowledges receipt of the attached Requisition for Disbursement of TIFIA Loan proceeds (the "Requisition") from Fairfax County and the Borrower. In connection therewith, we hereby represent and certify the following:

1. The date of receipt of the Requisition is _____.

2. Unless this Requisition is denied, disbursement shall be made on or before _____.

Date:

_____
TIFIA Lender's Authorized Representative

Name: _____
Title: _____

ACTIVE 204200663v.3

APPENDIX THREE TO EXHIBIT D

[APPROVAL/DISAPPROVAL] OF THE TIFIA LENDER

(To be delivered to the Borrower)

Requisition Number_____ is [approved] [approved in part][2] [not approved][3] by the TIFIA Lender (as defined herein) pursuant to Section 4 of the TIFIA Loan Agreement, dated as of December [__], 2014 by and among Fairfax County Economic Development Authority (the "Borrower"), the Board of Supervisors of Fairfax County, Virginia, and the United States Department of Transportation, acting by and through the Federal Highway Administrator (the "TIFIA Lender").

Any determination, action or failure to act by the TIFIA Lender with respect to the Requisition set forth above, including the withholding of a disbursement, shall be at the TIFIA Lender's sole discretion, and in no event shall the TIFIA Lender be responsible for or liable to the Borrower for any and all consequence(s) which are the result thereof.

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
TIFIA Lender's Authorized Representative

Name: _____
Title: _____
Dated: _____

[2] Those portions of the requisitions that are approved and those portions that are not approved are described in Schedule A attached hereto, with explanations for items not approved.

[3] Attached hereto as Exhibit A are reasons for denial of approval.

Attachment 3

EXHIBIT E

[NOT USED]

Attachment 3

EXHIBIT F

PHASE 2 FUNDING PROCEDURE

Attachment 3

EXHIBIT G

TIFIA DEBT SERVICE

Attachment 3

EXHIBIT H-1

FORM OF OPINION OF COUNSEL TO BORROWER

The following is an indicative list of matters to be covered in the opinion of counsel to the Borrower.

An opinion of the counsel of the Borrower, dated the Effective Date, to the effect that: (a) the Borrower is duly formed, validly existing and in good standing under the laws of the Commonwealth of Virginia; (b) the Borrower has all requisite corporate power and authority to conduct its business and governmental functions and to execute and deliver, and to perform its obligations under, the Related Documents to which it is a party; (c) the execution and delivery by the Borrower of, and the performance of its obligations under, the Related Documents to which it is a party, have been duly authorized by all necessary corporate action; (d) the Borrower has duly executed and delivered each Related Document to which it is a party and each such Related Document constitutes the legal, valid and binding obligation of the Borrower under the laws of the Commonwealth of Virginia, enforceable against the Borrower in accordance with their respective terms; (e) no authorization, consent or other approval of, or registration, declaration or other filing with any governmental authority of the Commonwealth of Virginia is required on the part of the Borrower for the execution and delivery by the Borrower of, and the performance of its obligations under, the Related Documents; (f) the execution and delivery by the Borrower of, and its compliance with the provisions of the Related Documents do not (i) violate the applicable laws or other constitutional documents (as applicable) that are the basis for the existence and authority of the Borrower, (ii) violate the law of the Commonwealth of Virginia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Borrower is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower presently is subject; and (g) to our knowledge after due inquiry, there are no actions, suits, proceedings or investigations against the Borrower by or before any court, arbitrator or any other governmental authority in connection with the Related Documents that are pending.

Attachment 3

EXHIBIT H-2

FORM OF OPINION OF BOND COUNSEL

The following is an indicative list of matters to be covered in the opinion of bond counsel to the Borrower.

An opinion of the counsel of the Borrower, dated the Effective Date, to the effect that: (a) [customary opinions regarding the creation and perfection of security interests under all federal and state laws applicable to the Trust Estate]; and (b) the Borrower is not an investment company required to register under the Investment Company Act of 1940, as amended.

EXHIBIT H-3

FORM OF OPINION OF COUNSEL TO FAIRFAX COUNTY

The following is an indicative list of matters to be covered in the opinion of counsel to Fairfax County.

An opinion of the counsel of Fairfax County, dated the Effective Date, to the effect that: (a) Fairfax County is duly formed, validly existing and in good standing under the laws of the Commonwealth of Virginia; (b) Fairfax County has all requisite corporate power and authority to conduct its business and governmental functions and to execute and deliver, and to perform its obligations under, the Related Documents to which it is a party; (c) the execution and delivery by Fairfax County of, and the performance of its obligations under, the Related Documents to which it is a party, have been duly authorized by all necessary corporate action; (d) Fairfax County has duly executed and delivered each Related Document to which it is a party and each such Related Document constitutes the legal, valid and binding obligation of Fairfax County under the laws of the Commonwealth of Virginia, enforceable against Fairfax County in accordance with their respective terms; (e) no authorization, consent or other approval of, or registration, declaration or other filing with any governmental authority of the Commonwealth of Virginia is required on the part of Fairfax County for the execution and delivery by Fairfax County of, and the performance of its obligations under, the Related Documents; (f) the execution and delivery by Fairfax County of, and its compliance with the provisions of the Related Documents do not (i) violate the applicable laws or other constitutional documents (as applicable) that are the basis for the existence and authority of Fairfax County, (ii) violate the law of the Commonwealth of Virginia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which Fairfax County is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which Fairfax County presently is subject; (g) Fairfax County is not an investment company required to register under the Investment Company Act of 1940, as amended; and (h) to our knowledge after due inquiry, there are no actions, suits, proceedings or investigations against Fairfax County by or before any court, arbitrator or any other governmental authority in connection with the Related Documents that are pending.

Attachment 3

EXHIBIT I

SECTIONS 502 AND 503 OF THE TRUST AGREEMENT

Attachment 3

EXHIBIT J

FORM OF CERTIFICATE OF TRUSTEE

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

TIFIA Bond,
Dulles Corridor Metrorail Project
(TIFIA-2014-1003A)

The undersigned, U.S. Bank National Association (the "***Trustee***"), by its duly appointed, qualified and acting [_____], certifies with respect to the above referenced bond (the "***TIFIA Bond***") dated as of December [__], 2014, as follows (capitalized terms used in this certificate which are not otherwise defined shall have the meanings given to such terms in the Trust Agreement (as defined below)):

1. That the Trustee is a national association duly organized and validly existing under the laws of the United States of America and is duly licensed and in good standing under the laws of the Commonwealth of Virginia.

2. All approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the documents pertaining to the issuance of the TIFIA Bond have been obtained and are in full force and effect.

3. That the documents pertaining to the issuance of the TIFIA Bond to which the Trustee is a party were executed and the TIFIA Bond was authenticated on behalf of the Trustee by one or more of the persons whose names and offices appear on Exhibit A attached hereto and made part hereof, that each person was at the time of the execution of such documents and the authentication of the TIFIA Bond and now is duly appointed, qualified and acting incumbent of his or her respective office, that each such person was authorized to execute such documents and to authenticate the TIFIA Bond, and that the signature appearing after the name of each such person is a true and correct specimen of that person's genuine signature.

4. That the undersigned is authorized to act as Trustee and accept the trusts conveyed to it under the Trust Agreement ("***Trusts***"), has accepted the Trusts so conveyed and in so accepting the Trusts and so acting is in violation of no provision of its articles of association or bylaws, any law, regulation or court or administrative order or any agreement or other instrument to which it is a party or by which it may be bound.

5. That attached to this Certificate as Exhibit B is a full, true and correct copy of excerpts from resolutions of the board of directors of the Trustee and other applicable documents which evidence the Trustee's trust powers and the authority of the officers referred to above to act on behalf of the Trustee; and that these excerpts and other applicable documents were in effect on the date or dates such officers acted and remain in full force and effect today.

6. That receipt is acknowledged of all instruments, certifications and other documents or confirmations required to be received by the Trustee pursuant to Section 208 of that certain Trust Agreement (the "***Trust Agreement***"), dated as of December [1], 2014, between the Fairfax County Economic Development Authority (the "***Authority***") and the Trustee.

7. That receipt is also acknowledged of that certain TIFIA Loan Agreement, dated as of December [__], 2014 (the "***TIFIA Loan Agreement***"), among the Authority, the Board of Supervisors of Fairfax County, Virginia, and the United States Department of Transportation (the "***TIFIA Bondholder***").

8. That U.S. Bank National Association also accepts its appointment and agrees to perform the duties and responsibilities of Trustee and of Bond Registrar and Paying Agent for and in respect of the TIFIA Bond as set forth in the Trust Agreement and the TIFIA Loan Agreement, including from time to time redeeming all or a portion of the TIFIA Bond as provided in the Trust Agreement. In accepting such duties and responsibilities, the Trustee shall be entitled to all of the privileges, immunities, rights and protections for the benefit of the Trustee set forth in Article IX of the Trust Agreement, and, in any event, shall not be liable in connection with such performance except to the extent of its negligence or willful misconduct.

9. That all Funds for the payment of the TIFIA Bond pursuant to the Trust Agreement (including, but not limited to, the Construction Fund) have been established as provided in the Trust Agreement.

[SIGNATURE PAGE FOLLOWS]

Attachment 3

Dated: [_____], 2014

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its:

Attachment 3

EXHIBIT A TO EXHIBIT J

OFFICERS OF TRUSTEE

Attachment 3

EXHIBIT B TO EXHIBIT J

[RESOLUTIONS OF BOARD OF DIRECTORS OF TRUSTEE]

Attachment 4

LETTER AGREEMENT

THIS **LETTER AGREEMENT** (this "**Agreement**"), dated as of December [__], 2014, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**State**") with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 ("**Fairfax County**"), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator, with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590 (the "**TIFIA Lender**").

RECITALS:

WHEREAS, Fairfax County Economic Development Authority, a political subdivision of the Commonwealth (the "**Borrower**"), Fairfax County and the TIFIA Lender have entered into that certain TIFIA Loan Agreement, dated as of the date hereof (as may be amended, supplemented or otherwise modified in writing from time to time, the "**Loan Agreement**"), pursuant to which, among other things, the TIFIA Lender has extended certain commitments to make loans and other credit accommodations to, and for the benefit of, the Borrower, to be used to pay a portion of the Eligible Project Costs related to Phase 2.

WHEREAS, pursuant to the 2011 MOA, Fairfax County agreed to use its best efforts to secure Additional Funding Sources (as defined in the 2011 MOA) to fund the cost of the design and construction of the Parking Facilities, thereby tentatively separating the Parking Facilities from the scope of the Project to be financed in accordance with the 2007 Funding Agreement;

WHEREAS, Fairfax County has committed to fund, design and construct the Parking Facilities, which are classified as "Concurrent Non-Project Activities" by the FTA, separately from the funding arrangements established for Phase 2 with funds from sources other than the TIFIA Loan, contingent upon Fairfax County, the Borrower, and the TIFIA Lender entering into the Loan Agreement as described above;

WHEREAS, the TIFIA Lender is prepared to extend credit upon the terms and conditions of the Loan Agreement and this Agreement, including, among other things, Fairfax County's commitment to develop, design, construct, operate and maintain the Parking Facilities separate from the Project with funds from sources other than the TIFIA Loan; and

WHEREAS, the TIFIA Lender has requested Fairfax County, and Fairfax County has agreed, to enter into this Agreement to memorialize certain understandings in respect of the Parking Facilities.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **DEFINED TERMS**. Capitalized terms used in this Agreement shall have the meanings (a) set forth below in this Section 1 or (b) to the extent not otherwise defined herein, given to such terms in the Loan Agreement.

"**Parking Facilities Substantial Completion Date**" means the date as of which the Parking Facilities have been built and opened to vehicular traffic and parking by the general public.

"**Parking Facilities Substantial Completion Deadline**" means the one hundred eightieth (180th) day after the Substantial Completion Date.

"**Recovery Plan**" means a recovery plan with respect to the construction and development of the Parking Facilities that has been prepared by Fairfax County and delivered to the TIFIA Lender, which plan includes a certificate from Fairfax County concluding that the Parking Facilities Substantial Completion Date is likely to occur by the date specified in such recovery plan.

"**Uncontrollable Force**" means any cause beyond the control of Fairfax County, including: (a) a tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God (provided that Fairfax County shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) an order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of Fairfax County and Fairfax County does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of Fairfax County.

2. **AGREEMENTS**.

2.1 Parking Facilities.

(a) Fairfax County hereby covenants to build the Parking Facilities and open the Parking Facilities to vehicular traffic and parking by the general public on or before the Parking Facilities Substantial Completion Deadline. Fairfax County may comply with this requirement by causing a third party to build and open the Parking Facilities by such date.

(b) If for any reason the Parking Facilities Substantial Completion Date does not occur on or before the Substantial Completion Date, Fairfax County shall have until the Parking Facilities Substantial Completion Deadline to cure such failure to complete the Parking Facilities. If for any reason the Parking Facilities Substantial Completion Date does not occur on or before the Parking Facilities Substantial Completion Deadline, then the TIFIA Lender may:

(i) require Fairfax County, no later than five (5) Business Days following delivery of written notice from the TIFIA Lender to Fairfax County (but in no event prior to the next Business Day after the Parking Facilities Substantial Completion Deadline), to (A) pay over to the Borrower an amount equal to one hundred percent (100%) of the Outstanding TIFIA Loan Balance and any accrued interest thereon as of the Parking Facilities Substantial Completion Deadline (the "**Parking Facilities Prepayment Amount**") and (B) cause the Borrower to prepay the TIFIA Loan, without penalty or premium, in an amount equal to the Parking Facilities Prepayment Amount; and

(ii) to the extent any portion of the TIFIA Loan remains undisbursed, in the TIFIA Lender's sole discretion, cease or suspend making further disbursements under the Loan Agreement;

provided, however, if and to the extent any failure of the Parking Facilities Substantial Completion Date to occur on or before the Parking Facilities Substantial Completion Deadline is the result of an Uncontrollable Force, then Fairfax County shall be excused from the performance of its obligations under clauses (i) and (ii) of this Section 2.1(b) so long as, within ninety (90) days of the occurrence of such Uncontrollable Force, Fairfax County shall have provided the TIFIA Lender with a Recovery Plan, which Recovery Plan shall be subject to the TIFIA Lender's approval (which approval shall not be unreasonably withheld). In the event the Borrower shall have prepaid the TIFIA Loan as contemplated by clause (i)(B) this Section 2.1(b), Fairfax County shall be deemed to have cured its failure to build the Parking Facilities and open the Parking Facilities to vehicular traffic and parking by the general public on or before the Parking Facilities Substantial Completion Deadline and no Covenant Default shall be permitted to be declared or continue to exist as a result of such failure.

(c) The Project does not include the Parking Facilities. Fairfax County shall not use proceeds from the TIFIA Loan or any other federal source of funds to pay any costs associated with the Parking Facilities. Fairfax County shall not take, or permit any other Person to take, any action which results or could reasonably be expected to result in all or any portion of the development, design, construction, operation or maintenance of the Parking Facilities to constitute part of the Project to be funded pursuant to the 2007 Funding Agreement, including in accordance with Section 3.2(d) of the 2011 MOA.

2.2 Notices; Accounting and Audit Procedures; Reports and Records; Oversight and Monitoring.

(a) Fairfax County shall, within five (5) Business Days after Fairfax County learns of the occurrence thereof, give the TIFIA Lender written notice of any of the following events, setting forth details of such event:

(i) any event or circumstances that is reasonably likely to cause the Parking Facilities Substantial Completion Date to be delayed beyond the Substantial Completion Date;

(ii) the occurrence of any Uncontrollable Force affecting the Parking Facilities; and

(iii) the occurrence of the Parking Facilities Substantial Completion Date.

(b) Until the Parking Facilities Substantial Completion Date, Fairfax County shall provide to the TIFIA Lender copies of any publicly-available interim progress reports regarding the Parking Facilities that Fairfax County provides to its Board of Supervisors, as and when delivered to the Board of Supervisors. In the event that any such report indicates a failure to achieve the Parking Facilities Substantial Completion Date by the Substantial Completion Date, Fairfax County shall provide to the TIFIA Lender such reports, documentation or other information as shall be reasonably requested by the TIFIA Lender.

(c) In the event that the estimated Parking Facilities Substantial Completion Date is delayed beyond the Substantial Completion Date, Fairfax County shall provide to the TIFIA Lender and the FTA such reports, documentation or other information as requested by the TIFIA Lender or the FTA.

2.3 No Liability. Fairfax County acknowledges and agrees that neither the TIFIA Lender nor any of its designees shall have any liability or obligation in respect of the Parking Facilities as a result of this Agreement, the Loan Agreement or otherwise.

2.4 False Statements. Fairfax County acknowledges that if Fairfax County makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Parking Facilities, the Government reserves the right to impose on the Fairfax County the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate; provided, however, that neither the Borrower nor Fairfax County shall be responsible for the truth, accuracy or completeness of any information provided to the Borrower or Fairfax County by a third party which the Borrower or Fairfax County passes on in any claim, statement, submission, certification or representation to the Government.

3. **REPRESENTATIONS AND WARRANTIES**.

Fairfax County hereby represents and warrants that, as of the Effective Date:

3.1 Organization. Fairfax County is a political subdivision of the State, validly existing and in good standing, has full legal right, power and authority to enter into this Agreement, and to carry out and consummate all transactions contemplated hereby and has duly authorized the execution, delivery and performance of this Agreement.

3.2 Officer's Authorization. As of the Effective Date, the person executing this Agreement on behalf of Fairfax County is fully authorized to execute the same.

3.3 Due Execution; Enforceability. This Agreement has been duly authorized, executed and delivered by Fairfax County and constitutes the legal, valid and binding agreement

of Fairfax County enforceable in accordance with its terms, except as such enforceability (a) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (b) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

3.4 Non-Contravention. The execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the fulfillment of or compliance with the terms and conditions of this Agreement will not conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by Fairfax County of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any other Related Document or any other indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Fairfax County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Fairfax County or the Dedicated Revenues.

3.5 Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of Fairfax County or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (a) the execution and delivery by Fairfax County of this Agreement, except as have been obtained or made and as are in full force and effect, or (b)(i) the consummation of any transaction contemplated by this Agreement or (ii) the fulfillment of or compliance by Fairfax County with the terms and conditions of this Agreement, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

3.6 Litigation. As of the Effective Date, to the knowledge of Fairfax County, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending, threatened against or affecting the Parking Facilities, which could reasonably be expected to result in a material adverse change in Fairfax County's ability to cause the Parking Facilities to be completed and opened to the public for vehicular parking prior to the then projected Substantial Completion Date. Notwithstanding the foregoing, the parties acknowledge that one or more proceedings [are pending][may be brought] in Fairfax County Circuit Court relating to the validation of certain bonds proposed to be issued to finance all or a portion of the Parking Facilities.

3.7 NEPA. As of the Effective Date, to the knowledge of Fairfax County, the Parking Facilities are in compliance with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.).

3.8 Sufficient Funds. No "Funding Shortfall" (as such term is used in the 2011 MOA) shall have occurred with respect to Fairfax County pursuant to Section 3.2(d) of the 2011 MOA.

4. **MISCELLANEOUS**.

4.1 Interpretation. The principles of construction and interpretation set forth in Section 2 of the Loan Agreement shall apply to, and are hereby incorporated by reference in, this Agreement.

4.2 Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the prior written consent of each of the parties hereto.

4.3 Governing Law. This Agreement shall be governed by the federal laws of the United States if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable. Notwithstanding the foregoing, Fairfax County's obligations under this Agreement shall be subject to any applicable limitation on the scope and/or extent of Fairfax County's authority under State law.

4.4 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

4.5 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither Fairfax County's rights or obligations hereunder nor any interest therein may be assigned or delegated by Fairfax County without the prior written consent of the TIFIA Lender.

4.6 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

4.7 Notices. Notices hereunder shall be (a) in writing, (b) effective upon receipt (except as otherwise provided herein) and (c) given by (i) nationally recognized courier service, (ii) hand delivery or (iii) solely with respect to ministerial or non-substantive notices, email, in each case to:

If to TIFIA Lender	TIFIA Joint Program Office (HITJ) Federal Highway Administration Room E64-301 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Director

	Email: TIFIACredit@dot.gov
with copies to:	Federal Transit Administration Office of Budget and Policy -TIFIA Room E52-328 1200 New Jersey, Avenue, SE Washington, DC 20590
	Federal Transit Administration Region III Office 1760 Market Street, Suite 500 Philadelphia, PA 19103-4124
	Office of the Chief Counsel - TIFIA Federal Transit Administration Room E56-314 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Paula L. Schwach, Esq., FTA Counsel for TIFIA
If to Fairfax County:	County of Fairfax 12000 Government Center Parkway Suite 552 Fairfax, VA 22035 Attention: County Executive
with copies to:	Office of the County Attorney 12000 Government Center Parkway Fairfax, VA 22035 Attention: County Attorney

Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a County's Authorized Representative, with respect to notices to Fairfax County, or by the TIFIA Lender's Authorized Representative, with respect to notices to the TIFIA Lender. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 4.7 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 4.7 (or in accordance with the latest unrevoked written direction from the receiving party) and all necessary confirmations have been received in accordance herewith; provided that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

4.8 Termination. This Agreement shall terminate upon the payment in full by the Borrower of the TIFIA Loan or, if earlier and if occurring prior to the Parking Facilities Substantial Completion Deadline, the Parking Facilities Substantial Completion Date.

4.9 Integration. This Agreement and the 2011 MOA, constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

4.10 Non-appropriation. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER RELATED DOCUMENT, THE FAILURE OF FAIRFAX COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, TO OR FOR THE ACCOUNT OF THE BORROWER, THE TRUSTEE, THE TIFIA LENDER OR ANY OTHER PERSON ON ACCOUNT OF AN EVENT OF NON-APPROPRIATION SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT.**

4.11 Federal Funding. **NO FEDERAL GRANTS, LOANS, OR OTHER FUNDS ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, INCLUDING THE PROCEEDS OF THE TIFIA LOAN, HAVE BEEN OR WILL BE PROVIDED FOR THE DESIGN, DEVELOPMENT, AND/OR CONSTRUCTION OF THE PARKING FACILITIES. FOR AVOIDANCE OF DOUBT, FAIRFAX COUNTY AND THE TIFIA LENDER ACKNOWLEDGE THAT THE PARKING FACILITIES HAVE NEITHER BEEN SELECTED NOR DESIGNATED A FEDERALLY FUNDED PROJECT UNDER 23 U.S.C. OR 49 U.S.C. AND REMAIN CLASSIFIED AS "CONCURRENT NON-PROJECT ACTIVITIES" BY FTA.**

[*The Remainder of this Page is Intentionally Left Blank*]

Attachment 4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Name:_____
Title: _____

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
Name: Gregory G. Nadeau
Title: Acting Administrator

Attachment 5

PROJECT AGREEMENT -- PHASE II DULLES RAIL

by and among

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

and

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT

Dated as of

_____, 2014

ACTIVE 204438446v.3

Attachment 5

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Attachment 5

PROJECT AGREEMENT -- PHASE II DULLES RAIL

THIS PROJECT AGREEMENT is made as of ____, 2014 ("Project Agreement"), by and among the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY** ("EDA"), and the **PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT** (the "District") (the County, EDA, and the District sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

R. 1. Washington Metropolitan Transit Authority ("WMATA"), the Metropolitan Washington Airports Authority ("MWAA"), the County and Loudoun County, Virginia ("Loudoun County") have undertaken a project consisting of an extension of the Metrorail transportation system by approximately 23 miles, from the existing Metrorail Orange Line near East Falls Church Station, through Tyson's Corner, along the Dulles Corridor from Tyson's Corner to the border of Fairfax County, into Dulles International Airport, and terminating at Route 772 in Loudoun County, Virginia (the "Project").

R. 2. To assist the County in meeting its agreed financial commitments for Phase II of the Project, which include a portion of the costs of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (defined hereinafter) and described more completely in Exhibit A to this Project Agreement (the "Phase II Project" or the "Silver Line Phase II"), there was created pursuant to Virginia Code §33.1-430 - §33.1-446 (the "District Act") the Phase II Dulles Rail Transportation Improvement District (the "District"), the governing body of which is the Phase II Dulles Rail Transportation Improvement District Commission (the "Commission").

R. 3. Pursuant to the District Act, the District has requested that the County levy a Special Improvements Tax and collect Special Tax Revenues (each as defined herein) to pay for a portion of the cost of the Phase II Project.

R. 4. The Parties now desire to enter into this Project Agreement to (1) set forth the agreement of the County to maintain and enforce existing contractual arrangements with MWAA relating to the construction of the Phase II Project; (2) set forth the agreement and respective responsibilities of the Parties regarding the method of payment of a portion of the debt service on the EDA's Revenue Bond (Silver Line Phase II Project), Series 2014 (the "Series 2014 Bond") issued as evidence of EDA's obligation to repay a draw down loan provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 (the "TIFIA Loan") for purposes of financing a portion of the County's financial commitment for the Phase II Project and (3) request the Board of Supervisors of

the County (the "Board of Supervisors") to continue to levy a Special Improvements Tax and collect and provide Special Tax Revenues for use in accordance with the District Act to support such method of financing.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and agreements contained in this Project Agreement, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. The following words as used in this Project Agreement shall have the following meanings unless a different meaning clearly appears from the context:

"Board of Supervisors" means the governing body of the County.

"Bonds" means the bonds, other parity indebtedness or subordinate indebtedness that may be issued by EDA secured by Special Tax Revenues to provide, with other District funds (including the Phase II Tax District Allocable Portion of the TIFIA Bond), up to $330,000,000 for capital costs of the Phase II Project in accordance with this Project Agreement plus the amount of any debt service reserves. "Bonds" also includes any bonds issued by EDA to refund all or any of the Bonds or bonds that shall have refunded bonds that have refunded Bonds, provided that either (i) the annual debt service on such refunding bonds shall be equal to or less than the annual debt service on the bonds refunded or (ii) the District and the County shall have given their prior written consent to the issuance of such refunding bonds.

"Commission" means the Phase II Dulles Rail Transportation Improvement District Commission, the governing body of the District created pursuant to the District Act.

"County" means Fairfax County, Virginia.

"Debt Service" means the aggregate debt service obligation on the TIFIA Bond scheduled to become due in any particular Fiscal Year.

"District" means the Phase II Dulles Rail Transportation Improvement District created by the County pursuant to the District Act.

"District Act" means the Chapter 611 of the 2001 Virginia Acts of Assembly, codified as Title 33.1, Chapter 15, "Transportation Districts within Certain Counties," Virginia Code § 33.1-430 through §33.1-446, as amended.

"District Revenue Fund" shall mean the fund held by the County containing the Special Tax Revenues collected and any interest earnings thereon.

"District Obligation" means that portion of the cost of the Phase II Project for which the County is responsible under the Funding Agreement, for which, as between the County and the District, the District has assumed financial responsibility and for which EDA agrees to issue Bonds.

"EDA" means the Fairfax County Economic Development Authority, created pursuant to the EDA Act, and its successors.

"EDA Act" means Chapter 643 of the 1964 Virginia Acts of Assembly, as amended.

"Effective Date" means the date of this Project Agreement.

"Fiscal Year" means the twelve-month period beginning on July 1 of one calendar year and ending on June 30 of the following calendar year or such other fiscal year of twelve months as may be determined by the Parties.

"Funding Agreement" means the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into July 19, 2007, among the County, Loudoun County and MWAA.

"MWAA" means the Metropolitan Washington Airports Authority, a body corporate and politic created by the Commonwealth of Virginia and the District of Columbia with the consent of the Congress of the United States.

"Phase II Project" or "Silver Line Project Phase II" means the acquisition, construction and placement into operation of transit facilities capable of providing rail service for the Metrorail transportation system from a point of connection starting from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, [including the three Metrorail stations located within the boundaries of the District, as more particularly described in Exhibit A.]

"Phase II Tax District Allocable Portion of the TIFIA Bond" means $219,000,000 of the outstanding principal amount of the TIFIA Bond, plus any capitalized interest accruing on such principal amount or such lesser amount as may be drawn to meet the District Obligation,

"Reserve Fund" means the fund established in the Trust Agreement to serve as a debt service reserve for the TIFIA Bond.

"Special Improvements Tax" means a special improvements tax levied and payable not less frequently than annually on taxable real estate zoned for commercial or industrial use or used for such purposes and taxable leasehold interests zoned for commercial or industrial use or used for such purposes and located within the District.

"Special Tax Revenues" means the revenues collected from the levy of the Special Improvements Tax.

"Term" means the period specified in Section 501 of this Project Agreement.

"TIFIA Bond" means the bond issued by EDA to the United States Department of Transportation in a principal amount of up to $403,274,894 plus unpaid accrued interest on such amount to finance a portion of the County's obligation to finance costs of the Phase II Project.

"TIFIA Loan" means the draw down loan provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 payment thereof which is evidenced by the TIFIA Bond.

"Trust Agreement" means the trust agreement, to be entered into between EDA and the bank or trust company relating to the TIFIA Bond.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Project Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Project Agreement.

(c) The headings and Table of Contents herein are solely for convenience and shall not constitute a part of this Project Agreement.

(d) [Computations of the Phase II Tax District Allocable Portion of the TIFIA Bond Debt Service payable in any Fiscal Year shall exclude any debt service payment payable on the first day of such Fiscal Year and shall include any debt service payable payment on the first day of the next succeeding Fiscal Year.]

ARTICLE II

REPRESENTATIONS

Section 201. Representations of the County. The County makes the following representations as of the Effective Date in connection with its undertakings under this Project Agreement:

(a) The County (i) has the power to enter into and to carry out its obligations under this Project Agreement and (ii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this Project Agreement.

(b) The County is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such an event of default.

(c) The execution and delivery of and compliance by the County with the terms and conditions of this Project Agreement will not conflict with or constitute or result in a default under, or violation of, (i) any existing law, rule or regulation applicable to the County or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation that would materially and adversely affect the County's performance of its material obligations under this Project Agreement.

(d) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by the County of its obligations under this Project Agreement.

(e) Except as identified in Exhibit B, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the County's knowledge, threatened against it with respect to (i) its authority to execute and deliver this Project Agreement; (iii) the validity or enforceability of this Project Agreement; (iv) the title of any officer of the County who executed this Project Agreement; or (v) any authority or proceedings related to the execution and delivery of this Project Agreement on behalf of the County, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 202. Representations of EDA. EDA makes the following representations as of the Effective Date in connection with its undertakings under this Project Agreement:

(a) EDA is duly organized under the EDA Act.

(b) EDA (i) has the power to enter into this Project Agreement and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this Project Agreement; and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this Project Agreement.

(c) EDA is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such

an event of default; provided, however, that this representation shall be limited to bonds and other obligations of EDA for which the County or the District, or either of them, is directly or indirectly liable for the debt service thereon or for deficiencies in reserves that secure such bonds.

(d) The execution and delivery of and compliance by EDA with the terms and conditions of this Project Agreement will not conflict with or constitute or result in a default under or violation of (i) the EDA Act or any other existing law, rule or regulation applicable to EDA, or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which EDA or any of its assets is subject where the default or violation does or could materially adversely affect the ability of EDA to discharge its obligations under this Project Agreement, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by EDA of its obligations under this Project Agreement.

(f) Except as identified in Exhibit B, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to EDA's knowledge, threatened against it with respect to (i) the creation and existence of EDA, (ii) its authority to execute and deliver this Project Agreement, (iii) the validity or enforceability of this Project Agreement, (iv) the title of any officer of EDA who executed this Project Agreement, or (v) any authority or proceedings related to the execution and delivery of this Project Agreement on behalf of EDA, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 203. Representations of the District. The District makes the following representations as of the Effective Date in connection with its undertakings under this Project Agreement:

(a) The District has been duly created and is duly organized under the District Act.

(b) The District (i) has the power to enter into this Project Agreement and the transactions contemplated hereby, (ii) has the power to carry out its obligations under this Project Agreement and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this Project Agreement.

(c) The District has no outstanding indebtedness of any kind whatsoever other than its obligations under this Project Agreement if and to the extent any such obligations may constitute outstanding indebtedness.

(d) The execution, delivery and compliance by the District with the terms and conditions of this Project Agreement will not conflict with, or constitute or result in a default under or violation of (i) the District Act or any other existing law, rule or regulation applicable to the District or (ii) any lien, lease, contract, order, judgment, decree or other agreement, instrument or restriction of any kind to which the District or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of, or performance by the District in accordance with the terms and conditions of this Project Agreement.

(f) Except as identified in Exhibit B, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or to the District's knowledge threatened against it with respect to: (i) the creation and existence of the District; (ii) its authority to execute and deliver this Project Agreement; (iii) the validity or enforceability of this Project Agreement; (iv) the title of any officer of the District who executed this Project Agreement; or (v) any authority or proceedings related to the execution and delivery of this Project Agreement on behalf of the District, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

ARTICLE III

FINANCING THE PHASE II PROJECT

Section 301. Construction, Completion and Operation of the Phase II Project. To ensure the appropriate use of the funds (i) provided by the District to the County in the District's discharge of its financial responsibility relating to the District Obligation set forth in Section 302 hereof and (ii) in turn provided by the County to MWAA as construction manager for the Phase II Project in partial discharge of the County's obligation to MWAA under the Funding Agreement, the County, on behalf of itself, EDA and the District, agrees to enforce all its rights through contractual arrangements with MWAA under the Funding Agreement and otherwise as they relate to the Phase II Project. A listing of existing arrangements between the County and MWAA relating to the Phase II Project is attached hereto as Exhibit C.

Section 302. Financing the District Obligation. The Parties wish to implement a plan of financing for the District Obligation (the "Plan"), as set forth herein, subject to such qualifications as also are set forth herein.

(a) The Plan calls for the District to provide funds to the County to ensure full and timely payment by the County to MWAA of its financial obligations. As part of the Plan the District hereby agrees to obligate itself to request the County to levy and collect the Special Improvements Tax at a rate, not in excess of the rate permitted by

the District Act, sufficient for District or the County as agent of the District to make timely and sufficient transfers of Special Tax Revenues to or for the account of EDA to meet the Debt Service requirements of the Phase II Tax District Allocable Portion of the TIFIA Bond and the debt service requirements of any Bonds issued by EDA.

(b) The District and the County will request EDA, when and as funds are requested by the County for costs of the Phase II Project in excess of those funds previously provided from Special Tax Revenues by the District to the County and from the Phase II Tax District Allocable Portion of the TIFIA Bond, for such purpose, to issue Bonds in a total principal amount sufficient to provide up to a total of $330,000,000 for such costs. EDA agrees use its best efforts to issue Bonds, in one or more series in accordance with a trust agreement to be entered into for purposes of issuing such Bonds, when and as requested by the District and the County based on the progress of the Phase II Project. Issuances of Bonds will be sized and structured to use available capacity of the Special Tax Revenues including Bonds issued as fixed rate bonds or variable rate bonds. Bonds may also be issued on a senior or subordinated basis. Proceeds of the Bonds will be loaned by EDA to the District which will make available such proceeds to the County in discharge of the District Obligation and for disbursement by the County to MWAA for construction and related costs of the Phase II Project. Prior to the issue of any Bonds, the District, EDA and the County will enter into a supplement to this Agreement or separate agreement setting forth details and agreements relating to the Bonds including the payment thereof.

(c) The Parties agree that the District will request the County to assign and transfer, subject to appropriation by the County, Special Tax Revenues first, to pay Debt Service on Phase II Tax District Allocable Portion of the TIFIA Bond and on any Bonds; second, to the funding of the Reserve Fund established in the Trust Agreement in an amount based upon the Phase II Tax District Allocable Portion of the TIFIA Bond, other than on account of a withdrawal therefrom, until the amount deposited thereto shall equal the amount required by Section 401(c); third to the Reserve Fund for the TIFIA Bond to the extent of any deficiency required therein is to be payable from Special Tax Revenues based upon the Phase II Tax District Allocable Portion of the TIFIA Bond; fourth to reimburse the County to the extent that any debt service on the Phase II Tax District Allocable Portion of the TIFIA Bond or obligation of the District with respect to the Reserve Fund securing the TIFIA Bond has been paid from funds other than Special Tax Revenues appropriated by the County and; fifth to pay the District's allocable share of TIFIA Bond servicing fees, trustee fees and other TIFIA Bond related costs.

(d) The Parties recognize the possibility that funds from sources other than Special Tax Revenues may be made available to provide funds to meet the District Obligation.

(e) The Bonds will be repaid from Special Tax Revenues and other amounts available for such purposes as set forth in Article IV below.

ARTICLE IV

PAYMENT OF SPECIAL TAX REVENUES

Section 401. District Payments.

(a) In each Fiscal Year the District shall cause to be paid to the trustee of the TIFIA Bond from Special Tax Revenues Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond. The District shall make payments as described below through the County. Within 30 days after any draw on the TIFIA Loan, EDA shall provide to the District a schedule of payments necessary to pay the scheduled Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond. The County shall provide the District a schedule of the Phase II Tax District Allocable Portion of the TIFIA Bond Debt Service not less than 30 days before a debt service payment date on the TIFIA Bond.

(b) As of the Effective Date, the District shall request that the County set the Special Improvements Tax rate at a rate that shall ensure the minimum of any Debt Service due on the Phase II Tax District Allocable Portion of the TIFIA Bond in each Fiscal Year.

(c) The District agrees to provide or request the County to provide to the trustee for the TIFIA Bond any available Special Tax Revenues on hand in any Fiscal Year for the funding of the Reserve Fund in an amount based upon the Phase II Tax District Allocable Portion of the TIFIA Bond until it contains the maximum annual Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond.

(d) The Reserve Fund, if any, together with actual interest earnings thereon, shall be held by the trustee for the TIFIA Bond and applied to pay any portion of the Debt Service on the TIFIA Bond in the event that the payments received from the District or the County on behalf of the District from Special Tax Revenues are insufficient to pay Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond in that Fiscal Year. When the TIFIA Bond has been fully defeased, any amount remaining in the Reserve Fund paid from Special Tax Revenues shall be transferred to the District Revenue Fund or to the County to the extent has not been reimbursed pursuant to Section 301(c) hereof.

(e) The County recognizes that the Phase II Project is important to the growth and development of its County. The Board of Supervisors further recognizes that the levy of the Special Improvements Tax and the payment of Special Tax Revenues to the trustee for the TIFIA Bond is in furtherance of the Phase II Project. Therefore, the County, while recognizing that it is not empowered to make any binding commitment to levy the Special Improvements Tax and to collect and pay over Special Tax Revenues in Fiscal Years subsequent to the Effective Date, hereby, (i) states its intent as of the date hereof to make such levy and collect such Special Tax Revenues in future Fiscal Years at the same time, in the same manner and with equal priority as County real estate taxes are

levied and collected and (ii) recommends that future Boards of Supervisors assess and levy the requested Special Improvements Tax at the rate requested by the District and collect and disburse all Special Tax Revenues to the District Revenue Fund for the Term of this Project Agreement in accordance with the terms herein.

(f) Notwithstanding anything herein to the contrary, any financial obligation of the County to any entity arising under or related to this Project Agreement is limited to the annual payment to the Trustee for the account of the District of all assessed Special Tax Revenues actually collected by the County after reasonable efforts consistent with those undertaken by the County to assess, levy and collect real estate tax levies generally.

Section 402. Special Improvements Tax. In order to pay the Debt Service on Phase II Tax District Allocable Portion of the TIFIA Bond, and any other portion of the District Obligation, the District shall request the Board of Supervisors by April 1 of each year to levy the Special Improvements Tax and collect Special Tax Revenues for the next Fiscal Year at a rate sufficient to generate Special Tax Revenues to meet the requirements of Section 401, subject to the limitations herein. The District shall request the County to pay over to the trustee for the TIFIA Bond the Special Tax Revenues on the dates required by the Trust Agreement for such TIFIA Bond. The County Executive or such other officer charged with responsibility for preparing the County's annual budget shall include in the budget presented to the Board of Supervisors for each Fiscal Year, Special Tax Revenues, collected by the County on behalf of the District in such Fiscal Year in the District Revenue Fund, in an amount equal to the Debt Service due on the Phase II Tax District Allocable Portion of the TIFIA Bond. The County shall deposit or cause to be deposited in the District Revenue Fund all Special Tax Revenues received until payments of such Special Tax Revenues are required to be made under the Trust Agreement for the TIFIA Bond, and any interest earnings thereon shall be credited towards the payment of the District Obligation.

Section 403. Records and Reports. The Trust Agreement shall provide that the trustee thereunder shall maintain adequate records of the Debt Service requirements on the TIFIA Bond and shall forward to the District, EDA and the County a financial report and statement setting forth such information by January 1 and July 1 of each year in a form that is acceptable to the Parties. The statement shall indicate the amount of the Debt Service requirements for the current Fiscal Year.

Section 404. Prepayment of Phase II Allocable Portion of the TIFIA Bond. The District may, at its option, prepay the Phase II Tax District Allocable Portion of the TIFIA Bond, in whole or in part, on any date on not less than forty-five (45) days' written notice to EDA, accompanied by a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption or defeasance of the Phase II Tax District Allocable Portion of the TIFIA Bond in accordance with its terms. EDA shall comply with such directions.

Section 405. Transfer or Assignment of Rights to Receive Payments. The Parties expressly agree that EDA shall have the right, in its sole discretion, to transfer or

assign its rights to receive payments from the District or the County on behalf of the District or otherwise hereunder in connection with fulfilling its obligations under this Project Agreement; provided however, that no such transferee or assignee, shall have any right to enforce any rights of EDA by means of any judicial or administrative proceeding against the District, the Commission, the County, or any officer, employee or agent thereof, and EDA shall be responsible for informing any such transferees or assignees of this limitation on their rights prior to any such transfer or assignment by EDA.

ARTICLE V

MISCELLANEOUS

Section 501. Term of Contract. [The Term of this Project Agreement shall commence on the Effective Date and terminate upon payment in full of the District Obligation including the TIFIA Bond and any Bonds issued as described in Section 302(b).]

Section 502. Priority and Amendments. As of the Effective Date, this Project Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein. This Project Agreement may be amended in writing by the Parties.

Section 503. Other Contracts. The Parties hereto may enter into other contracts concerning the request and levy of an additional Special Improvements Tax and the collection of additional Special Tax Revenues so long as: (i) the provisions of such contracts do not conflict with or affect the request and levy of the Special Improvements Tax and the collection of Special Tax Revenues under the terms of this Project Agreement; and (ii) the aggregate amount of all Special Improvements Tax levied by the County on behalf of the District does not exceed the limit set forth in the District Act.

Section 504. Successors. This Project Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors.

Section 505. Severability. If any provision of this Project Agreement shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this Project Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained in it, provided, however, that in no circumstance shall the financial obligation of the Commission, the District or the County be any greater than as expressly set forth in this Project Agreement.

Section 506. Parties Alone Have Rights under Agreement; Exceptions. Except as herein otherwise expressly provided, nothing in this Project Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Parties, any right, remedy or claim, legal or equitable, under or by reason of this Project Agreement or any provision hereof, this Project Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Parties.

Section 507. Counterparts. This Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 508. Notices. Unless otherwise provided in this Project Agreement, all notices, approvals, consents, requests and other communications under this Project Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (a) if to the County, at 12000 Government Center Parkway Fairfax, Virginia 22035-0064 (Attention: Chief Financial Officer), (b) if to EDA, at 8300 Boone Boulevard, Suite 450 Vienna, Virginia 22182 (Attention: Executive Director), or (c) if to the District, at 1200 Government Center Parkway Fairfax, Virginia 22035-0064 (Attention: Chief Financial Officer). The Parties may, by notice given under this Project Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

Attachment 5

IN WITNESS WHEREOF, the Parties have caused this Project Agreement to be executed on their behalf by their duly authorized officers.

BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA

By: _____
Title: County Executive

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Title: Chairman

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT

By: _____
Title: Chairman

Attachment 5

Exhibit A

Description of the Phase II Project

Attachment 5

Exhibit B

Litigation

None

Attachment 5

Exhibit C

Existing Arrangements with MWAA

See attached Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 by and between Fairfax County, Virginia ("Fairfax"), Loudoun County, Virginia, and the Metropolitan Washington Airports Authority.

Attachment 6

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Virginia

to

U.S. Bank National Association, as Trustee

TRUST AGREEMENT

Dated as of December 1, 2014

Authorizing the Issuance of and Securing
Revenue Bond
(Silver Line Phase II Project), Series 2014

ACTIVE 204236754v.7

Attachment 6

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Exhibit A A-1

THIS TRUST AGREEMENT, dated for convenience of reference as of the 1st day of _____, 2014, by and between

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

a political subdivision of the Commonwealth of Virginia ("EDA") created by the Enabling Act (defined herein); and

U.S. BANK NATIONAL ASSOCIATION

a national banking association duly organized and existing under the laws of the United States of America having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination by federal authority, as trustee,

W I T N E S S E T H :

WHEREAS, EDA, under Enabling Act, is authorized to borrow money for any of its purposes and make loans to any governmental entity for the purposes of the Enabling Act, including economic development, and to issue its bonds, payable solely from the revenues and receipts derived from payments received by EDA in connection with such loans; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia, has requested EDA to exercise its powers under the Enabling Act and authorize the issuance of a revenue Bond (defined herein) of EDA, designated "Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project) Series 2014" in a principal amount that will not exceed the sum of $403,274,894 plus any capitalized interest thereon pursuant to the TIFIA Loan Agreement (defined herein) to the United States Department of Transportation for purposes of providing a portion of the amount required by the Metropolitan Washington Airports Authority to undertake the funding of the Phase II Project (as defined herein); and

WHEREAS, in making any request to EDA that EDA authorize EDA indebtedness pursuant to this Trust Agreement, the Fairfax County, Virginia will enter into a Support Agreement (defined herein) with EDA to support such EDA indebtedness and pledge or otherwise commit, subject to annual appropriation, available County revenues to the payment of such EDA indebtedness; and

WHEREAS, under the Support Agreement, the County (defined herein) has also agreed that in the event that the amount credited to the Reserve Fund created under this Trust Agreement is less than required under this Trust Agreement, the County will, on the terms and conditions set forth in the Support Agreement and subject to the appropriation by its Board of Supervisors of the County of money for such purpose, pay to the Trustee (defined herein) for the account of EDA an amount equal to the deficiency in the amount required to be on deposit to the credit of the Reserve Fund; and

WHEREAS, EDA has determined the Bond, the certificate of authentication to be endorsed by the Bond Registrar (defined herein) thereon as provided herein, and the form of

assignment shall be, respectively, substantially in the following forms, with such variations, omissions and insertions as are required or permitted by this Trust Agreement, including any resolution supplementing or amending this Trust Agreement; and

Attachment 6

[Form of Face of the Bond]

United States of America | Commonwealth of Virginia

Fairfax County Economic Development Authority
Revenue Bond
(Silver Line Phase II Project)
Series 2014
(TIFIA – 2014-1003A)

No. _____ $403,274,894[1]

Interest Rate:	Maturity Date:	Original Issue Date:
____%	April 1, 2046	[_____ __], 2014

Holder/Registered Owner: UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator, or its assigns

Maximum Principal Amount: $403,274,894 (FOUR HUNDRED THREE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY FOUR AND 00/100 Dollars)[1]

[1] Fairfax County Economic Development Authority (the "**Borrower**"), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Holder/Registered Owner named above, or its assigns (the "**TIFIA Lender**"), on the Maturity Date set forth above (or earlier as hereinafter referred to), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the "**Disbursements**") made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the TIFIA Loan Agreement referred to below, being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding Principal Sum all as more fully described in the TIFIA Loan Agreement. The proceeds derived from the issuance of this Bond will be used for the purposes described in the TIFIA Loan Agreement. The registered owner of this Bond is hereby authorized to make revisions to the Loan Amortization reflected in Exhibit G to the to the TIFIA Loan Agreement, which is hereby made a part hereof, at any time and from time-to-time pursuant to the TIFIA Loan Agreement to reflect to (i) the amount of each disbursement made

[1]Such amount shall increase by the amount of interest capitalized pursuant to the terms of the TIFIA Loan Agreement.

thereunder, (ii) any capitalization of interest as provided therein, (iii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower thereunder, (iv) each repayment or prepayment in respect of the principal amount of this Bond. Such revisions shall be deemed conclusive absent manifest error, but no failure to make any such revisions and no error in such revisions shall affect any of the obligations of the Borrower under this Bond or the other TIFIA Loan Documents (as defined in the TIFIA Loan Agreement). The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with Exhibit G to the TIFIA Loan Agreement, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Payments hereon are to be made in accordance with Section 9(e) of the TIFIA Loan Agreement as the same become due. Principal of and interest on this bond (the "**Bond**") shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts. If the Final Maturity Date (as defined in the TIFIA Loan Agreement) is amended pursuant to an amendment of the TIFIA Loan Agreement, the due date of this Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the TIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this Bond without the prior written agreement of the TIFIA Lender.

[2] This Bond is a revenue bond of the Borrower, designated "Revenue Bond (Silver Line Phase II Project), Series 2014", issued under a Trust Agreement, dated as of December 1, 2014 (as amended and supplemented as permitted thereby, being hereinafter referred to as the "Trust Agreement"), by and between the Borrower and the Trustee (hereinafter mentioned). This Bond is being issued to provide financing for a portion of the amount required by the Metropolitan Washington Airports Authority to undertake the Phase II Project (as defined in the Trust Agreement).

U.S. Bank National Association, a national banking association having trust powers, duly organized and doing business under the laws of the United States of America, with a corporate trust office in Richmond, Virginia, has been appointed Trustee, Bond Registrar and Paying Agent for the Bond under the Trust Agreement.

This Bond is issuable as fully registered. At the corporate trust office of the Bond Registrar in Richmond, Virginia, in the manner and subject to the limitations and conditions provided in the Trust Agreement, this Bond may be exchanged for a Bond in the same principal amount of the Series and maturity and bearing interest at the same rate.

The transfer of this Bond is registrable by the Holder hereof by its legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and the TIFIA Loan Agreement, and upon surrender and cancellation of this Bond.

In particular, no transfer of this Bond shall take place except pursuant to the terms of the TIFIA Loan Agreement. In addition, no transfer shall take place unless the Trustee shall have received from the Borrower an updated schedule showing the Debt Service Requirements of the Bond, a certificate from the Holder requesting and approving such

transfer and a certificate from an EDA Representative directing the trustee to transfer the Bond.

Upon the Borrower's receipt of all Advances under the TIFIA Loan Agreement and upon the Trustee's receipt from the Borrower of an updated schedule showing the Debt Service Requirements of the Bond such Bond may be transferred as generally set forth in the Trust Agreement.

Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee in a principal amount equal to the principal amount of this Bond, of the same Series and maturity and bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after such Bond has been selected for redemption.

[3] This Bond is a limited obligation of the Borrower payable solely from amounts constituting part of the Trust Estate (as defined in the Trust Agreement) and from other money pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including the Borrower and Fairfax County, Virginia (the "County") are pledged to the payment of the principal of or the interest on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including the Borrower and the County) to levy any taxes whatever therefor or to make any appropriation for their payment except from the funds pledged therefor. The Borrower has no taxing power.

[4] Reference is made to the TIFIA Loan Agreement, dated as of December [__], 2014 (as amended and supplemented from time to time, the "TIFIA Loan Agreement"), by and between the Borrower and the United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator, for other covenants and declarations of the Borrower and other terms and conditions upon which this Bond has been issued, which terms and conditions shall for all purposes have the same effect as if fully set forth herein. The Borrower unconditionally covenants that it will keep and perform all of the covenants of this Bond and of the TIFIA Loan Documents (as defined in the TIFIA Loan Agreement) to which the Borrower is a party.

ADDITIONAL PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH SET FORTH HERE.

[18] **IN WITNESS WHEREOF,** Fairfax County Economic Development Authority, Virginia has caused this Bond to be executed with the facsimile signatures of its [Vice] Chairman and its [Assistant] Secretary and a facsimile of its official seal to be imprinted hereon and this Bond to be dated the __ day of _____, 20__.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY VIRGINIA

By [FACSIMILE SIGNATURE]
[Vice] Chairman of the Fairfax County Economic Development Authority
Virginia

By [FACSIMILE SIGNATURE]
[Assistant] Secretary of the Fairfax County Economic Development Authority
Virginia

[FACSIMILE OF OFFICIAL SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is a bond issued under the provisions of the within-mentioned Trust Agreement.

_____,
Bond Registrar

By_____
Authorized Signatory

Date of authentication:

_____

[Form of Reverse of the Bond]

[5] The Borrower has entered into a Support Agreement, dated as of December _, 2014 (the "Support Agreement"), with the County pursuant to which the County, subject to the terms and conditions of the Support Agreement, has agreed to pay Basic Payments (as defined in the Support Agreement) for the Project in amounts sufficient to pay the principal of and interest on this Bond and to pay to the Trustee, for the account of the Authority, County Reserve Payments (as defined in the Support Agreement) in an amount equal to any deficiency in the Reserve Fund held by the Trustee under the Trust Agreement and pledged to the payment of this Bond. Under the Trust Agreement and Support Agreement, all such payments by the County are to be deposited to the credit of the Reserve Fund. The obligation of the County under the Support Agreement to make such Basic Payments and County Reserve Payments and make other payments required thereby in any fiscal year of the County is contingent upon the annual appropriation by the Board of Supervisors of the County of funds from which such payments can be made. Under the Trust Agreement, the Borrower has assigned to the Trustee as security for this Bond its rights to receive the payments of such Basic Payments, County Reserve Payments and other payments required by the Support Agreement (other than Additional Payments (as defined in the Support Agreement) and such payments constitute a portion of the "Trust Estate" that is pledged under the Trust Agreement to the payment of this Bond.

[6] Reference is made to the Trust Agreement for a more complete statement of the provisions thereof and of the rights and duties of the Borrower, the Trustee, the Paying Agent for this Bond, the Bond Registrar and the registered owner. A copy of the Trust Agreement is on file and may be inspected at the corporate trust office of the Trustee in Richmond, Virginia. By the purchase and acceptance of this Bond, the Holder hereof signifies assent to all of the provisions of the aforementioned documents.

[7] This Bond is issued and the Trust Agreement was entered into under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the

provisions, restrictions and limitations of Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

[8] This Bond is issuable as a fully registered Bond equal to the entire principal amount. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Trust Agreement, Bond(s) may be exchanged for an equal aggregate principal amount of the Bond of the same series and maturity, of any authorized denomination or denominations and bearing interest at the same rate.

[9] The transfer of this Bond is registrable by the Holder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and upon surrender and cancellation of this Bond. Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee, in the same principal amount of this Bond, bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after it has been selected for redemption.

[10] The principal of and interest on this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable in the manner and at the place provided in the TIFIA Loan Agreement.

[11] This Bond shall be subject to mandatory prepayment and redemption in accordance with the TIFIA Loan Agreement and the TIFIA Letter Agreement.

[12] This Bond shall be subject to redemption at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be redeemed are to be determined in accordance with the TIFIA Loan Agreement); provided, however, such redemption shall be in such amounts as provided in the TIFIA Loan Agreement.

[13] The owner of this Bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement or the TIFIA Loan Agreement. Any delay on the part of the owner of this Bond in exercising any right in respect of this Bond shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

[14] Modifications or alterations of the Support Agreement and the Trust Agreement may be made only to the extent and in the circumstances permitted by the Trust Agreement and the TIFIA Loan Agreement.

[15] This Bond is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

[16] All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed as so required.

[17] This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby certifies that the transfer of the Bond complies with all of the requirements set forth in Section 19 of the TIFIA Loan Agreement (as defined in the Bond), sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

_____

_____

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by:_____

*Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

* * * * *

and

WHEREAS, under the Constitution and laws of the Commonwealth of Virginia, including the Enabling Act, EDA is authorized to enter into this Trust Agreement and to issue its bond as hereinafter provided, to apply the proceeds of such bond for the purposes herein

authorized, and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, the execution and delivery of this Trust Agreement have been duly authorized by resolution of EDA; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist and be performed precedent to and in the execution and delivery of this Trust Agreement have happened, exist and have been performed as so required, in order to make this Trust Agreement a legal, valid and binding trust agreement for the security of the bond in accordance with its terms; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement and in evidence thereof has joined in the execution hereof;

GRANTING CLAUSE

NOW, THEREFORE, this Trust Agreement witnesseth, that in consideration of the premises, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bond by the Holder (as hereafter defined) thereof and also for and in consideration of the sum of Ten Dollars to EDA in hand paid by the Trustee at or before the execution and delivery of this Trust Agreement, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bond is to be issued, authenticated, delivered, and accepted by all persons who shall from time to time be or become the Holder thereof, and in order to secure the payment of the Bond at any time issued and outstanding hereunder and the interest thereon according to its tenor, purport and effect, and covenants, agreements and conditions therein and herein contained, EDA does hereby

(a) assign all rights, title and interest of EDA in and to the Support Agreement, including, without limitation, its rights to receive Basic Payments, County Reserve Payments and, to the extent required to, Additional Payments, reserving, its rights, however, to receive or to have paid on its behalf for its account Additional Payments constituting reasonable fees and expenses of the EDA relating to the financing of the Phase II Project and in connection with the Support Agreement, TIFIA Loan Agreement and this Trust Agreement as set forth in the Support Agreement (the "EDA Additional Payments") and reserving the rights of EDA to receive notices, reports and other statements to be given to EDA thereunder; and

(b) pledge the payments of Basic Payments, County Reserve Payments and Additional Payments (other than the EDA Additional Payments) received pursuant to the Support Agreement, all money and securities in the Debt Service Fund (as hereinafter defined), the Reserve Fund (as hereinafter defined), and, until applied in payment of any Cost of Construction of the Project in accordance with Section 402 hereof or otherwise applied as permitted under this Trust Agreement, all money and securities in the Construction Fund (as hereinafter defined);

to the Trustee, and unto its successors and assigns, in trust, forever;

HABENDUM CLAUSE

TO HAVE AND TO HOLD the same forever, subject, however, to the reserved rights of EDA under the Support Agreement and to the exceptions, reservations and matters therein and herein recited but **IN TRUST, NEVERTHELESS**, for the equal and proportionate benefit and security of the Holder from time to time of the Bond authenticated and delivered hereunder and issued by EDA and outstanding;

DEFEASANCE CLAUSE

PROVIDED, HOWEVER, that if, after the right, title and interest of the Trustee in and to the trust estate pledged and assigned to it under this Trust Agreement shall have ceased, terminated and become void in accordance with Article XIII hereof, the principal of and the interest on the Bond shall have been paid to the Holder of the Bond and all EDA liabilities shall have been paid, then this Trust Agreement and all covenants, agreements and other obligations of EDA hereunder shall cease, terminate and become void, and thereupon the Trustee shall cancel and discharge this Trust Agreement and execute and deliver to EDA such instruments and writings as shall be required to evidence the discharge hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

This Trust Agreement further **WITNESSETH,** and it is expressly declared, that the Bond issued and secured hereunder is to be issued, authenticated and delivered and the Trust Estate and funds herein pledged and assigned are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as are hereinafter expressed, and EDA has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Holder of the Bond, as follows:

ARTICLE I

DEFINITIONS

SECTION 101. Meaning of Words and Terms. In addition to words and terms defined in the Preamble or elsewhere defined in this Trust Agreement, the following words and terms as used in this Trust Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Additional Payments" shall mean the "Additional Payments" payable by the County to or for the account of EDA under the terms of the Support Agreement.

["Advance[s]" shall mean an advance of funds by USDOT to EDA based on the request from the County (acting on behalf of EDA) pursuant to the terms of the TIFIA Loan Agreement.]

"Basic Payments" shall mean the "Basic Payments" payable by the County to or for the account of EDA under the terms of the Support Agreement.

"Board of Supervisors" means the Board of Supervisors of the County, the governing body of the County, and its successors and assigns.

"Bond Registrar" shall mean the bond registrar at the time serving as such under this Trust Agreement and performing the duties set forth herein whether the original or a successor bond registrar.

"Bond Year" shall mean the period commencing on the second day of April of any calendar year and ending on the first day of April of the following calendar year.

"Bond" shall mean the bond issued under this Trust Agreement.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, Fairfax County, Baltimore, Maryland, or in the jurisdiction in which the corporate trust office of the Trustee is located.

"Chairman" shall mean the Chairman or Vice Chairman of the Commission or any person succeeding to the principal functions thereof or temporarily designated by the Board to serve pro tempore as the Chairman.

"Closing" shall mean the date on which the Bond is delivered to the Initial Purchaser.

"Commission" shall mean the governing body of EDA or any successor entity assuming the functions thereof.

"Commonwealth" shall mean the Commonwealth of Virginia.

"Construction Fund" shall mean the "Phase II Construction Fund" created and so designated by Section 401 of this Trust Agreement.

"Cost" as applied to the Phase II Project shall mean "Eligible Project Costs" under the TIFIA Loan Agreement.

"County" shall mean Fairfax County, Virginia, and any successor thereto.

"County Executive" shall mean the County Executive of the County, or any person succeeding to the principal function thereof.

"County Representative" shall mean each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of the County by the County Executive.

"County Reserve Payments" means the "County Reserve Payments" payable by the County to or for the account of EDA under the terms of the Support Agreement.

"Debt Service Fund" shall mean the Debt Service Fund created and so designated by Section 501 of this Trust Agreement.

"Debt Service Requirements" means, for any Bond Year, the aggregate of the Principal and Interest Requirements on the Bond for such Bond Year.

"Deposit Day" shall mean each February 1 and August 1, beginning August 1, 2023, prior to any Interest Payment Date or Principal Payment Date.

"EDA" means the Fairfax County Economic Development Authority, created pursuant to the Enabling Act, and its successors.

"EDA Representative" shall mean each of the persons at the time designated to act on behalf of EDA in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen of notice(s) of such person and shall be executed on behalf of EDA by the Chairman.

["**Enabling Act**" means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law including the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 Code of Virginia of 1950, as amended.]

"Event of Default" shall mean, with respect to this Trust Agreement, any of those events set forth in clause (a) of Section 801 of this Trust Agreement.

"Fiscal Year" means a fiscal year of the County commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year, or such other fiscal year of twelve months as may be determined by [the Commission,] the County [and EDA].

"Fitch" means Fitch, Inc., its successors and assigns, and if Fitch, Inc., shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized statistical rating organization (other than Moody's or S&P) identified as such by the Securities and Exchange Commission designated by EDA.

"**Fund(s)**" means any of the Funds established in this Trust Agreement.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, or evidences of indirect ownership of such obligations.

"Holder" shall mean the person in whose name this Bond is registered on the registration books provided for in Section 206 of this Trust Agreement.

"Initial Purchaser" shall mean USDOT.

"Interest Payment Date" shall mean an April 1 or October 1, as the case may be, beginning October 1, 2023.

"Interest Period" shall mean each period from and including an Interest Payment Date through and including the day immediately preceding the next Interest Payment Date.

"Interest Requirement" for any [Bond] Year, means the total of the sums that would be deemed to accrue on the Bond during such [Bond] Year if the interest on Bond were deemed to accrue daily during such year in equal amounts.

"Investment Obligations" means Government Obligations and, to the extent from time to time permitted by the laws of the Commonwealth,

(A) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration, (v) United States Postal Service and (vi) any other agency or instrumentality of the United States of America now or hereafter created, which obligations are backed by the full faith and credit of the United States of America;

(B) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks; (vi) Federal Financing Bank, (vii) Federal Farm Credit System and (viii) Federal Home Loan Mortgage Corporation;

(C) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which shall have been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when due will be sufficient to pay the principal of and interest on such state or local government obligations when due, which obligations have been rated by Moody's, S&P and Fitch (or any two of the three if the third such rating agency does not provide a rating) in one of two highest rating categories (without regard to gradations such as "plus" or "minus" or numerical modifiers of such categories);

(D) investments pursuant to the Government Non-Arbitrage Act, Chapter 47, Title 2.2, Code of Virginia, 1950, as amended;

(E) certificates of deposit or time deposits of (i) any bank, any branch of any bank, trust company or national banking association (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than $50,000,000; provided, however, that such certificates of deposit or time deposits shall be fully secured to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above; or (ii) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Article 3.1, Code of Virginia, 1950, as amended, whose parent state bank or bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1-32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent state bank or bank holding company, as the case may be, is not less than $50,000,000 ("a subsidiary trust company"); provided, however, that such certificates of deposit or time deposits shall be fully secured, to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above;

(F) any repurchase agreement that is with (i) a bank or trust company (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than $50,000,000, or (ii) a subsidiary trust company described in item (E)(ii) above, or (iii) a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations or obligations described in (A) and (B) above and having on the date of the repurchase agreement a fair market value equal to at least 102% of the amount of the repurchase obligation of the bank or trust company; provided, however, that such obligations purchased must be transferred to the Trustee or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations;

(G) subject to the ratings requirements set forth below, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S & P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations, obligations in (A) and (B) above, and agreements to repurchase obligations in (A) or (B) above; and

(H) any and all investments authorized by the Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia, 1950, as amended).

Any investment in a repurchase agreement shall be considered to mature on the date the bank or trust company providing the repurchase agreement is obligated to repurchase the Investment Obligations. Any investment in obligations described in (A), (B) and (C) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

"MADS" means, as of any date of calculation, the maximum amount of the Debt Service Requirements scheduled to become due in respect of the Bond, in the aggregate, during the current or any future [Bond] Year.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if Moody's Investors Service, Inc., shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized statistical rating organization (other than Fitch or S&P) identified as such by the Securities and Exchange Commission designated by EDA.

"MWAA" shall means Metropolitan Washington Airports Authority, and its successors and assigns.

["[O]utstanding" shall mean the outstanding principal amount of the Bond, except:

(i) [the principal amount of the Bond paid or redeemed;

(ii) [reserved]; and

(iii) a Bond in exchange for or in lieu of which another Bond has been authenticated and delivered under this Trust Agreement;

provided, however, that in determining whether the Holder of the requisite outstanding principal amount of the Bond has given any request, demand, authorization, direction, notice, consent or waiver hereunder, if the Bond is owned by EDA or any other obligor upon the Bond shall be disregarded and deemed not to be outstanding.]

"Paying Agent" shall mean U.S. Bank National Association the paying agent designated as such and performing the duties set forth in this Trust Agreement.

"[P]erson" shall mean and includes an association, unincorporated organization, a corporation, a partnership, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

"Phase II Project" means [to be given the same meaning as "Phase 2" under the TIFIA Loan Agreement].

"Pledged Revenues" shall mean (a) all payments of Basic Payments, (b) all payments of County Reserve Payments, (c) all payments of Additional Payments and (d) the income from the investment under the provisions of this Trust Agreement of the money held for the credit of the various funds created under this Trust Agreement.

["[P]rincipal" shall mean the Outstanding principal amount of the Bond, the principal amount of such Bond payable at maturity.]

"Principal Installment[s]" shall mean the principal installments of the Bond set forth in Section 208 hereof, subject to revision as set forth herein.

"Principal and Interest Requirements" for any Bond Year shall mean the sum of the Principal Requirement and the Interest Requirement for such Bond Year.

"Principal Payment Date" shall mean each April 1 and October 1 upon which a Principal Installment of the Bond is stated to be due, beginning October 1, 2023.

"Principal Requirement" means, for any Bond Year, as applied to the Bond, the total of the sums that would be deemed to accrue on the Bond during such Bond Year if the Principal Installment of the Bond due on a particular Principal Payment Date were deemed to accrue daily, beginning on a date exactly 6 months previous, during such period in equal amounts.

"Record Date" means each March 15 and September 15.

"Redemption Date" means the date upon which the Bond is to be redeemed, in whole or in part, prior to its stated maturity pursuant to the redemption provisions of this Trust Agreement.

"Redemption Price" shall mean, with respect to Bond or a portion, thereof, the principal amount of such Bond or portions thereof payable upon redemption thereof in the manner contemplated in accordance with their terms and this Trust Agreement.

"Reserve Fund" means the Reserve Fund created and so designated by Section 501 of this Trust Agreement.

"Reserve Fund Requirement" means as of any date of calculation, an amount of cash, securities or a combination thereof (which shall be required to be on deposit in the Reserve Fund in the form of Investment Obligations), equal to MADS.

"S&P" means Standard & Poor's Ratings Group, a Division of The McGraw-Hill Companies, its successors and assigns, and, if Standard & Poor's Ratings Group, a Division of The McGraw-Hill Companies, shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized statistical rating organization (other than Fitch or Moody's) identified as such by the Securities and Exchange Commission designated by EDA.

"Secretary" shall mean the Secretary or any Assistant Secretary of EDA or any person succeeding to the principal functions thereof.

"Support Agreement" means the Support Agreement, dated as of December 1, 2014, between EDA and the County, by the express terms of which the County agrees to support the Bond and pledge or otherwise commit, subject to annual appropriation, Pledged Revenues to the payment of the Bond.

"TIFIA Letter Agreement" means the TIFIA Letter Agreement, dated as of December __, 2014, by and between the County and USDOT.

"TIFIA Loan Agreement" means the TIFIA Loan Agreement, dated as of December __, 2014, by and among USDOT, the County and EDA, as amended from time to time.

"Trust Agreement" shall mean this Trust Agreement, authorizing the Bond, as supplemented and amended as permitted hereby.

"Trust Agreement Expenses" shall mean those reasonable fees and expenses of the Trustee contemplated by Section 903 of this Trust Agreement and the reasonable fees and expenses of any Paying Agent and the Bond Registrar that shall been approved in writing by an EDA Representative.

"Trust Estate" means,

(a) the items enumerated in clauses (a) and (b) of the Granting Clause of this Trust Agreement; and

(b) proceeds of the foregoing.

"Trustee" shall mean the trustee at the time acting as such under this Trust Agreement whether the original or a successor trustee.

"USDOT" means the United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator.

SECTION 102. Rules of Construction. (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "owner," "Holder," and "person" shall include the plural as well as the singular number.

(b) Where the character or amount of any asset, liability or term of income or expense is required to be determined or any consolidation, combination or other accounting computation is required to be made for the purpose hereof or for the purpose of any document, affidavit or certificate to be executed and delivered in accordance with or pursuant to this Trust Agreement, the same shall be done in accordance with generally accepting accounting principles; provided, however, that whenever the context makes clear that the requirement is that cash, or its equivalent, be available to pay debt service on the Bond, computations regarding such requirement shall be computed on a cash, and not on a generally accepted accounting basis. Computations of debt service payable in any [Bond] Year shall be made in accordance with the agreement that evidences or otherwise provides for the issuance or incurrence of the underlying indebtedness.

(c) The terms "hereby," "hereof," "herein," "hereunder" and any similar terms, refer to this Trust Agreement.

(d) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(e) The use of the term "including" or "include" or of examples generally, shall mean without limitation to the specific examples provided.

(f) Unless the context shall otherwise indicate, "person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and "owner" when used herein with respect to the Bond shall mean the registered owner of the Bond at the time issued and outstanding under the Trust Agreement.

(g) Words importing the redemption or calling for redemption of the Bond do not mean or refer to the payment of the Bond at maturity or the purchase of the Bond for remarketing or cancellation.

(h) The captions or headings in this Trust Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Trust Agreement.

(i) All references herein to particular articles or sections are references to articles or sections of this Trust Agreement unless some other reference is established.

(j) The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Trust Agreement or as supplemental thereto or amendatory thereof.

ARTICLE II

DETAILS OF THE BOND; ISSUANCE OF THE BOND

SECTION 201. Limitation on Issuance of the Bond. No Bond may be issued under the provisions of this Trust Agreement except in accordance with the provisions of this Article.

SECTION 202. Form and Numbering of the Bond. The Bond is issuable in fully registered form in a stated aggregate principal amount not to exceed $403,274,894, plus the amount of interest capitalized pursuant to the TIFIA Loan Agreement, in a denomination equal to the entire principal amount thereof. Only one Bond may be Outstanding hereunder at any time. The definitive Bond issued under the provisions of this Article shall be substantially in the form hereinabove set forth, with such appropriate variations, omissions and insertions as may be necessary or appropriate to conform to the provisions of this Trust Agreement. The Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bond may be listed or any usage or requirement of law with respect thereto.

SECTION 203. Details and Execution of the Bond. The Bond shall be dated, shall bear interest until its payment, such interest to the maturity thereof being payable on each Interest Payment Date in each year, and shall be stated to mature (subject to the right of prior redemption), all as hereinafter provided.

The Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date or (b) authenticated prior to the first

Interest Payment Date in which event it shall bear interest from its date; provided, however, that if at the time of authentication of the Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid.

The Bond shall be executed with the signatures or facsimile signatures of the Chairman and of the Secretary and a facsimile of the official seal of EDA shall be impressed or imprinted thereon.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also the Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of the Bond shall be the proper officers to sign the Bond although at the date of such Bond such persons may not have been such officers.

Both the principal of and the interest on the Bond shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. The Principal Installments on the Bond shall be payable by wire transfer on each Principal Payment Date solely from immediately available funds deposited in the Debt Service Fund from amounts received as Basic Payments under the Support Agreement.

Principal and interest payments will be made in the amounts set forth in the schedule of Debt Service Requirements provided by EDA to the Trustee prior to the initial Interest Payment Date and Principal Payment Date.

Interest on the Bond that is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid by the Trustee by wire transfer on each Interest Payment Date solely from immediately available funds. Interest shall be paid by the Trustee to the person in whose name that the Bond is registered at the close of business on the Record Date (whether or not such date is a Business day) occurring before such Interest Payment Date.

In the event of a Payment Default (as defined in the TIFIA Loan Agreement), the EDA shall pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate (as defined in the TIFIA Loan Agreement).

Subject to the foregoing provisions of this Section, the Bond delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, that were carried by such other Bond, and each such Bond shall bear interest from a date such that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 204. Authentication of the Bond. Only if the Bond shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth, duly executed by the Bond Registrar, shall such Bond be entitled to any benefit or security under this Trust Agreement. The Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication on the Bond shall have been duly executed by the Bond

Registrar, and such certificate of the Bond Registrar upon the Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Trust Agreement. The Bond Registrar's certificate of authentication on the Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Bond Registrar.

SECTION 205. Exchange of the Bond. The Bond, upon surrender thereof at the designated corporate trust office of the Bond Registrar in Richmond, Virginia, together with an assignment duly executed by the Holder or its attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Holder thereof, be exchanged for one Bond in the same principal amount, bearing interest at the same rate as the registered Bond surrendered for exchange.

EDA shall make provision for the exchange of the Bond at the designated corporate trust office of the Bond Registrar.

SECTION 206. Registration of Transfer of the Bond. The Bond Registrar shall keep books for the registration, exchange and registration of transfer of the Bond as provided in this Trust Agreement. The Bond Registrar shall evidence acceptance of the duties, obligations and responsibilities of Bond Registrar by execution of the certificate of authentication on the Bond.

The transfer of the Bond may be registered only upon the books kept for the registration of transfer of the Bond upon surrender of such Bond to the Bond Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar.

No transfer of this Bond shall take place accept pursuant to the terms of the TIFIA Loan Agreement. In addition, no transfer shall take place unless the Trustee shall have received from EDA an updated schedule showing the Debt Service Requirements of the Bond, a certificate from the Holder requesting and approving such transfer and a certificate from an EDA Representative directing the trustee to transfer the Bond.

Upon EDA's receipt of all Advances under the TIFIA Loan Agreement and upon the Trustee's receipt from EDA of an updated schedule showing the Debt Service Requirements of the Bond such Bond may be transferred as set forth herein.

Upon any such exchange or registration of transfer, EDA shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new registered Bond, registered in the name of the transferee, in a principal amount equal to the principal amount of such Bond surrendered, of the same series and maturity and bearing interest at the same rate.

In all cases in which the Bond shall be exchanged or the transfer of the Bond shall be registered hereunder, EDA shall execute and the Bond Registrar shall authenticate and deliver the Bond within a commercially reasonable time, according to then prevailing industry standards, in accordance with the provisions of this Trust Agreement. The Bond surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. No service charge shall be made for any registration of transfer or exchange of the Bond, but EDA and the Bond Registrar may require payment of a sum sufficient to cover any tax or other

governmental charge that may be imposed in connection with any registration of transfer or exchange of the Bond.

SECTION 207. Ownership of the Bond. EDA, the Trustee, any Paying Agent or the Bond Registrar and any agent of EDA, the Trustee, any Paying Agent or the Bond Registrar, may treat the person in whose name any Bond is registered on the books of EDA kept by the Bond Registrar pursuant to Section 206 hereof as the Holder of such Bond for the purpose of receiving payment of principal of and interest on, such Bond, and for all other purposes whatsoever, whether such Bond be overdue, and, to the extent permitted by law, neither EDA, the Trustee, any Paying Agent or the Bond Registrar nor any such agent shall be affected by any notice to the contrary.

SECTION 208. Authorization and Issuance of the Bond. There shall be initially issued at one time secured by this Trust Agreement the Bond for the purposes of providing funds, together with any other available funds, for paying a portion of the amount required by MWAA to undertake the funding of the Phase II Project.

The Bond shall be issued in an aggregate principal amount not to exceed $403,274,894 plus amounts of interest capitalized pursuant to the TIFIA Loan Agreement and shall be dated the date of its delivery. The outstanding principal amount of the Series 2014 Bond shall equal the Advances outstanding under the TIFIA Loan Agreement, plus the amount of capitalized interest calculated pursuant to the terms of the TIFIA Loan Agreement, less the aggregate amount of principal paid on the Bond. In addition to any mandatory prepayments required by the TIFIA Loan Agreement, the Bond shall have Principal Installments due each April 1 and October 1 beginning October 1, 2023, with a final maturity date of April 1, 2046, bearing interest at ___% per annum (based upon a 365 or 366 day year, as appropriate, compounded semiannually) with Payment Dates beginning October 1, 2023, and each April 1 and October 1, thereafter.

Promptly following any mandatory prepayments, optional prepayments and upon EDA's receipt of the final Advance, EDA will provide the Trustee with a schedule of the Debt Service Requirements on the Bond received from the Holder.

The Bond shall be executed substantially in the form and in the manner hereinabove set forth or as provided herein and shall be deposited with the Bond Registrar for authentication, but before the Bond shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar, as appropriate, the following:

(a) an executed counterpart, or a copy, certified by the Secretary, of this Trust Agreement;

(b) an executed counterpart, or a copy, certified by the Clerk of the Board of Supervisors of the County and by the Secretary, of the Support Agreement;

(c) an executed counterpart, or a copy, certified by the Clerk of the Board of Supervisors of the County and by the Secretary, of the TIFIA Loan Agreement;

(d) an opinion or opinions of counsel for EDA to the effect that (1) this Trust Agreement has been duly authorized, executed and delivered by EDA, is in full force and effect and is valid and binding on EDA in accordance with its terms; (2) EDA has all necessary power and authority to apply the proceeds of the Bond for the purposes described in this Trust Agreement; (3) the Support Agreement and the TIFIA Loan Agreement have been duly authorized, executed and delivered by EDA, are in full force and effect, and are valid and binding on EDA in accordance with their respective terms, (4) the issuance of the Bond has been duly and validly authorized and all conditions precedent to the delivery of such Bond have been fulfilled and (5) no provision of the Bond or of the Trust Agreement, results in or constitutes a default under any material agreement, indenture or other instrument to which EDA is a party or by which EDA is or may be bound;

(e) an opinion or opinions of counsel for the County to the effect that the Support Agreement and the TIFIA Loan Agreement have been duly authorized, executed and delivered by the County, are in full force and effect and are valid and binding on the County in accordance with their respective terms.

When the documents mentioned in paragraphs (a) to (e), inclusive, of this Section shall have been filed with the Bond Registrar and when the Bond shall have been executed and authenticated by the Bond Registrar upon the request of EDA, as required by this Trust Agreement, the Bond Registrar shall deliver the Bond to or upon the order of USDOT, but only upon confirmation of the sale of the Bond to USDOT pursuant to the terms set forth in the TIFIA Loan Agreement.

Delivery of an executed TIFIA Loan Agreement shall confirm the sale of the Bond to USDOT.

The proceeds of the Series 2014 Bond shall equal the aggregate amount Advances received. Such amounts shall be drawn periodically pursuant to the terms of the TIFIA Loan Agreement and deposited by EDA in the Construction Fund.

SECTION 209. Temporary Bond. Until the definitive Bond is ready for delivery, there may be executed, and upon request of EDA, the Bond Registrar shall authenticate and deliver, in lieu of a definitive Bond and subject to the same limitations and conditions, typewritten, printed, engraved or lithographed temporary Bond, in the form of a fully registered Bond, substantially of the tenor of the Bond set forth in this Trust Agreement and with such appropriate omissions, insertions and variations as may be required.

Until definitive the Bond is ready for delivery, any temporary Bond may, if so provided by EDA by resolution, be exchanged at the designated corporate trust office of the Bond Registrar, without charge to the Holder thereof, for a temporary fully registered Bond in the same principal amount, of like tenor, of the same maturity and bearing interest at the same rate.

If the temporary Bond shall be issued, EDA shall cause the definitive Bond to be prepared and to be executed and delivered to the Bond Registrar, and the Bond Registrar, upon presentation to it at its principal office of any temporary Bond, shall cancel the same and authenticate and deliver in exchange therefor at the place designated by the Holder, without

charge to the Holder thereof, a definitive Bond or Bond of an equal aggregate principal amount, of the same maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bond shall in all respects be entitled to the same benefit and security of this Trust Agreement as the definitive Bond to be issued and authenticated hereunder.

SECTION 210. Mutilated, Destroyed, Stolen or Lost Bond. In case any Bond secured hereby shall become mutilated or be destroyed, stolen or lost, EDA shall cause to be executed, and the Bond Registrar shall authenticate and deliver, a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, and the Holder shall pay the reasonable expenses and charges (including reasonable attorney fees, costs and expenses) of EDA and the Bond Registrar in connection therewith and, in case of a Bond destroyed, stolen or lost, the Holder shall file with the Bond Registrar evidence satisfactory to it and to EDA that such Bond was destroyed, stolen or lost, and of his ownership thereof, and shall furnish EDA and the Bond Registrar indemnity satisfactory to them. If any such Bond has matured or has been called for redemption, instead of issuing a new Bond the Trustee may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond that is mutilated, destroyed, stolen or lost shall constitute an additional contractual obligation of EDA, whether the destroyed, stolen or lost Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bond duly issued under this Trust Agreement. The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, stolen or lost Bond, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

ARTICLE III

REDEMPTION OF THE BOND

SECTION 301. Redemption Dates and Prices. (a) The Bond issued under the provisions of this Trust Agreement shall be subject to mandatory redemption by EDA, either in whole or in part, and at such times and prices and on such terms and conditions as may be provided in the TIFIA Loan Agreement and TIFIA Letter Agreement.

Optional Redemption. The Bond, is subject to redemption at the option of EDA, as directed by the County, in whole or in part, on any date, at a Redemption Price equal to 100% of the principal amount of the Bond to be redeemed plus interest accrued thereon to the Redemption Date. The amount of any partial optional redemption shall be applied ratably to each remaining Principal Installments in accordance with the TIFIA Loan Agreement. Upon a partial optional redemption of the principal of the Principal Installments, the remaining debt service payments hereunder shall be recalculated in accordance with the TIFIA Loan Agreement.

SECTION 302. Redemption Notice. At least 10 but not more than 30 days before the optional Redemption Date of the Bond, whether in whole or in part, the Trustee upon the written request of EDA will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to the Holder.

If the source of redemption is the proceeds of a borrowing by either EDA or the County, any notice of such optional redemption of the Bond may state that it is conditioned upon the timely closing of such borrowing, and, should the borrowing for any reason not close on or before the optional Redemption Date of the Bond, any conditional notice so given may be rescinded at any time before the payment of the Redemption Price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by EDA, the corresponding notice of redemption shall be deemed to be revoked.

SECTION 303. Effect of Calling for Redemption. On the date fixed for redemption, notice having been mailed in the manner and under the conditions hereinabove provided, the Bond or portions thereof called for redemption shall be due and payable at the Redemption Price provided therefor, plus accrued interest to such date; provided, however, that if the notice of an optional redemption states that the call for redemption is expressly conditioned on the timely closing of a borrowing the proceeds of which is the source of redemption, and if such borrowing shall for any reason not close on or before the optional Redemption Date of the Bond, the call for redemption shall be deemed cancelled, void and of no effect and the Bond called for such redemption shall remain outstanding and if presented for payment, such Bond shall be returned forthwith to their registered owners.

SECTION 304. Redemption of a Portion of the Bond. If a portion of the outstanding principal amount of the Bond shall be selected for redemption, the Holder thereof or its attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption on such principal amount, and EDA shall execute and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of the same series and maturity and bearing interest at the same rate.

SECTION 305. Cancellation. The Bond so redeemed, presented and surrendered shall be cancelled upon the surrender thereof.

SECTION 306. Payment of the Bond. Anything to the contrary in this Trust Agreement notwithstanding, no amounts in respect of the Bond shall be considered or deemed to have been paid until the Holder shall have received irrevocable payment in immediately available funds in accordance with the requirements for payment set forth in this Trust Agreement and the TIFIA Loan Agreement.

ARTICLE IV

CONSTRUCTION FUND

SECTION 401. Construction Fund. (a) A special fund is hereby established and designated "Phase II Construction Fund," to the credit of which deposits of any Advances shall be made as required by the provisions of Section 208 of this Trust Agreement. Money to the credit of the Construction Fund shall be subject to a lien and charge in favor of the Holder.

(b) The money in the Construction Fund shall be held by the Trustee in trust and, subject to the provisions of Section 404 of this Trust Agreement, shall be applied solely pay or reimburse the County for the prior or simultaneous payment of Costs of the Phase II Project and, pending such application, shall be subject to a lien and charge in favor of the Holder and for the further security of such Holder until paid out or transferred as herein provided.

SECTION 402. Payments from Construction Fund.

(a) Amounts in the Construction Fund shall be used solely to pay or reimburse the County for the prior or simultaneous payment of Costs of the Phase II Project. All payments from the Construction Fund shall be subject to the provisions and restrictions set forth in this Article and the TIFIA Loan Agreement, and EDA covenants that it will not cause or agree to permit to be paid from the Construction Fund any sums except in accordance with such provisions and restrictions.

(b) Upon receipt of a requisition in the form attached hereto as Exhibit A, the Trustee is authorized and directed to apply the money in the Construction Fund in accordance with such requisition. The Trustee may conclusively rely upon and shall be fully protected in acting or proceeding upon such requisition including the disbursing of the amounts set forth therein and shall have no duty or obligation to confirm that such amounts qualify as Costs of the Phase II Project.

(c) All requisitions and all other statements, orders, certifications and approvals required by this Article as conditions of payment from the Construction Fund, may be conclusively relied upon by the Trustee making such payment, and shall be retained by such officer, subject at all reasonable times to examination by the Holder.

SECTION 403. [Reserved].

SECTION 404. Disposition of Construction Fund Balance. When requisitions have been made for the payment of all obligations that are payable from the Construction Fund, any balance in such account not reserved by the County for the payment of any remaining part of the Cost of the Phase II Project payable from such account shall be used for the mandatory redemption of the Bond, or portion thereof pursuant to the terms of the TIFIA Loan Agreement.

ARTICLE V

REVENUES AND FUNDS

SECTION 501. Establishment of Funds. In addition to the Construction Fund and any funds that may be created hereby or other resolution not inconsistent herewith, the following funds are hereby created, each of which is to be held by the Trustee:

(i) the Debt Service Fund (the "Debt Service Fund"); and

(ii) the Reserve Fund (the "Reserve Fund").

The money in each of said Funds shall be held in trust and applied as herein provided.

SECTION 502. Funds Received. (a) Except as otherwise specifically provided by this Trust Agreement, all Trust Estate money received by the Trustee shall be applied as follows:

(i) first, deposit into the Debt Service Fund, after first taking into account any amounts received pursuant to Section 504:

(1) an amount equal to the interest due on the Bond on the next Interest Payment Date,

(2) an amount equal to the principal due on the Bond on the next Principal Payment Date; and

(3) an amount equal to any Trust Agreement Expenses outstanding;

(ii) second, deposit to the Reserve Fund, an amount that, together with the amount credited to such Fund on such date, is equal to the current Reserve Fund Requirement; and

(iii) any excess funds after the foregoing deposits shall have been made shall be transferred to the County.

The payments and deposits required pursuant to this Section shall be cumulative, and the amount of any deficiency in any semi-annual period shall be added to the amount otherwise required to be paid or deposited thereafter until such time as such deficiency shall have been made up.

Five (5) days prior to each Deposit Day, the Trustee shall notify the County and EDA of the amount of investment income or other money available in the form of cash in the Debt Service Fund on the Deposit Day or that will be available, without any reinvestment, on the next Interest Payment Date to pay principal or interest on the Bond and the Basic Payments otherwise payable on such Deposit Day shall be correspondingly reduced.

Fourteen (14) days after each Deposit Date, the Trustee shall notify the County and EDA if the balance in the Debt Service Fund is insufficient to pay the Principal Installment and interest due and payable on the Bond on the next Interest Payment Date or Principal Payment Date.

If on the fifth (5) day preceding an Interest Payment Date or a Principal Payment Date moneys to the credit of the Debt Service Fund, or any special account created therein, are not sufficient to pay the Principal Installment and interest due and payable on the Bond on such Interest Payment Date or Principal Payment Date, the Trustee shall transfer from the Reserve Fund, if and to the extent money in the Reserve Fund is available for such purpose, an amount equal to the deficiency in the Debt Service Fund or special account therein.

(b) All payments of Basic Payments or Additional Payments received by Trustee from the County pursuant to the Support Agreement shall be deposited in the Debt Service Fund. All payments of County Reserve Payments received by Trustee from the County pursuant to the Support Agreement shall be deposited in the Reserve Fund. EDA shall cause the County to provide the Trustee with sufficient information to identify the nature of the payments sent by the County to the Trustee.

SECTION 503. Application of Money in Debt Service Fund. Money to the credit of the Debt Service Fund shall be subject to a lien and charge in favor of the Holder. Except as otherwise provided in this Trust Agreement, money in the Debt Service Fund shall be used solely for the payment of the principal of and the interest on the Bond. The Trustee shall on each Interest Payment Date withdraw from such money and transfer to the Bond Registrar or Paying Agent who shall transfer to the Holder the amount required to pay the interest on such Bond on such date, and on each Principal Payment Date the Trustee shall withdraw from such money and transfer to the Bond Registrar or Paying Agent which shall set aside in trust, the amounts required for paying the principal of the Bond due on such date, as provided in this Trust Agreement.

SECTION 504. [Application of Money in Reserve Fund. Money to the credit of the Reserve Fund shall be subject to a lien and charge in favor of the Holder.

(a) Not later than five (5) days prior to each Interest Payment Date for the Bond the Trustee shall transfer from the Reserve Fund to the Debt Service Fund

[1] if such Interest Payment Date is not a Principal Payment Date, the amount, if any, required to increase the amount then held to the credit of the Debt Service Fund to an amount equal to the amount of interest scheduled to become due on such date; or

[2] if such Interest Payment Date is also a Principal Payment Date, the amount, if any, required to increase the amount then held for the credit of the Debt Service Fund to an amount equal to the sum of (i) the amount of interest scheduled to become due on such date and (ii) the aggregate amount of the Principal Installment that will become due and payable on such date.

The Trustee shall immediately notify EDA and the County of any such withdrawal from the Reserve Fund.

If the amount transferred from the Reserve Fund to the Debt Service Fund pursuant to the foregoing provisions of this Section shall be less than the amount required to be transferred under such provisions, any amount thereafter deposited to the credit of the Reserve Fund shall be immediately transferred to the Debt Service Fund as, and to the extent, required to make up any such deficiency.

(b) If on the last Business Day prior to any Deposit Date or any other dates directed by an EDA Representative, the amount of money held for the credit of the Reserve Fund shall exceed the Reserve Fund Requirement as then calculated, the Trustee shall transfer from the Reserve Fund the amount of such excess to the Debt Service Fund.

(c) [Subject to Section 603 hereof, [if on each October 31 or April 30] the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall notify EDA and the County of the amount of the deficiency. Upon notification, EDA shall as soon as possible but in no event later than the next Interest Payment Date or Principal Payment Date deliver to the Trustee the amount of such deficiency.]

SECTION 505. Money Held in Trust. All money that the Trustee shall have withdrawn from the Debt Service Fund or shall have received from any other source and set aside or transferred to the Bond Registrar or any Paying Agent for the purpose of paying the Bond hereby secured, either at the maturity thereof or by purchase or call for redemption, or for the purpose of paying interest on the Bond, shall be held in trust for the Holder. Any money that is so set aside or transferred and that remains unclaimed by the Holder for a period of three (3) years after the date on which the Bond has become payable shall be paid to the County, or to such successor as may then be entitled by law to receive the same, and thereafter the Holder shall look only to the County, or to such successor, as the case may be, for payment and then only to the extent of the amounts so received, without any interest thereon, and the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility with respect to such money.

SECTION 506. Cancellation of the Bond. If the Bond is paid, redeemed or purchased, either at or before maturity, it shall be delivered to the Bond Registrar when such payment, redemption or purchase is made, and such Bond shall be cancelled. The Bond cancelled under any of the provisions of this Trust Agreement shall be destroyed by the Bond Registrar, which shall execute a certificate in triplicate, describing the details of the Bond so cancelled and destroyed, and one executed certificate shall be filed with EDA, one with the County and one executed certificate shall be retained by the Bond Registrar.

SECTION 507. Disposition of Fund Balances. After provision shall be made for the payment of the Bond issued under this Trust Agreement, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Trust Agreement, the Trustee shall pay all amounts in any Fund then held by it under this Trust Agreement to the County.

ARTICLE VI

DEPOSITARIES OF MONEY, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

SECTION 601. Security for Deposits. Any and all money deposited under the provisions of this Trust Agreement shall, to the extent provided herein, be trust funds under the terms hereof and shall not be subject to any lien or attachment by any creditor of EDA other than the lien created by this Trust Agreement. Such money shall be held in trust and applied in accordance with the provisions of this Trust Agreement.

All money deposited with the Trustee hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency or held by EDA shall be continuously secured, for the benefit of EDA and the Holder, in the manner provided by Commonwealth law for the security for public funds; provided, however, that it shall not be necessary for the Bond Registrar or any Paying Agent to give security for the deposit of any money with it for the payment of the principal of or the interest on the Bond, or, except as specifically required by this Trust Agreement, for EDA or any Trustee to give security for any money that shall be represented by obligations purchased under the provisions of this Article as an investment of such money.

All money shall be credited to the particular fund or account to which such money belongs.

SECTION 602. Investment of Money. Money held for the credit of all funds shall be continuously invested and reinvested by or at the written direction of a County Representative.

Money held for the credit of the Construction Fund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, at the times required by this Trust Agreement.

Money held for the credit of the Debt Service Fund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, not later than the respective dates when the money held for the credit of such Fund will be required for the purposes intended.

Amounts on deposit in any of the Funds shall be held uninvested or invested in Investment Obligations. Any such Investment Obligations must mature or be redeemable at the election of the holder not more than one (1) year from the date of the creation thereof or, if earlier, the earliest date by which the funds invested in such Investment Obligations may be required to be disbursed from the applicable Fund in accordance with the terms of the TIFIA Loan Agreement or this Trust Agreement, which, for purposes of the Reserve Fund shall be the date of the next Interest Payment Date or Principal Payment Date with respect to the Bond.

If a County Representative fails to provide the Trustee with written investment directions the Trustee shall hold such amounts uninvested. The Trustee may conclusively rely upon and

shall be fully protected in acting or proceeding upon any written investment direction of the County Representative as to the suitability and the legality of such directed investments.

[Moneys held for the credit of the Reserve Fund shall, as nearly as may be practicable, be invested and reinvested to the extent permitted by law in Government Obligations or Investment Obligations described in clauses (A), (B) and (G) of the definition of Investment Obligations in Section 101 of this Trust Agreement, which obligations shall mature, or shall be subject to redemption at the option of the holder thereof, not later than the final maturity of the Bond; provided, however, that in the event of a withdrawal of and transfer by the Trustee of moneys from the Reserve Fund to the Debt Service Fund with the result that the balance in the Reserve Fund shall for any period be less than the Reserve Fund Requirement, all such cash deposited or resulting from investments to the credit of the Reserve Fund shall be invested in Investment Obligations that shall mature, or be subject to redemption at the option of the holder thereof, not later than the next Interest Payment Date after the date of such investment or reinvestment until there shall again be to the credit of the Reserve Fund an amount equal to the Reserve Fund Requirement. Provided, further, that notwithstanding the first sentence of this paragraph, moneys for the credit of the Reserve Fund may be invested in repurchase obligations meeting the requirements described in clause (F) of the definition of Investment Obligations, and subject to the following requirements that (1) such obligations are flexible repurchase agreements with a term not greater than the final maturity of the Bond, (2) the counterparty to the agreement or its guarantor, has ratings on its senior debt or claims paying ability of not less than "AA" from S&P, "Aa2" from Moody's and "AA" from Fitch, except that such ratings from any two of these three Rating Agencies shall suffice if the third rating agency provides no rating, (3) collateral is provided in the form of Government Obligations or obligations of federal agencies described in (A) of the definition of Investment Obligations, (4) such collateral is held in the amount of 102% of the amount of the repurchase amount, (5) such collateral is held by an independent third party agent and (6) such collateral is marked to market at least weekly. Provided, however, that if the ratings referenced in (2) above, from all three Rating Agencies are the highest given by such Rating Agencies, then the requirements described in (4) and (6) above are modified so that collateral may be held in the amount of 102% of the amount of the repurchase amount and marked to market at any interval which is not less often than monthly.]

Investment Obligations acquired with money and credited to any Fund or account held by or under the control of the Trustee shall, while so held, be deemed at all times to be part of such Fund or account in which such money was originally held, and the interest accruing thereon and any profit or loss realized upon the disposition or maturity of such investment shall be credited to or charged against such Fund or account. EDA shall direct the Trustee to sell or cause to be sold at the best price obtainable or reduce to cash a sufficient amount of such Investment Obligations whenever it shall be necessary so to do in order to provide money to make any payment or transfer of money from any such Fund or account. The Trustee shall not be liable or responsible for any loss resulting from any such investment under this Trust Agreement.

Whenever a payment or transfer of money between two or more of the Funds established pursuant to Article IV or V of this Trust Agreement is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article, provided that the Investment Obligations

transferred are those in which money of the receiving Fund could be invested at the date of such transfer.

The Trustee may conclusively rely upon a County Representative's written instructions as to both the suitability and legality of the directed investments. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. In the absence of written investment instructions from EDA, the Trustee shall not be responsible or liable for keeping the money held by it hereunder fully invested. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

SECTION 603. Valuation. For the purpose of determining the amount on deposit to the credit of any such Fund, obligations in which money in such Fund or account shall have been invested shall be valued at amortized cost if the average weighted life of the investments to the credit of such Fund or account is five years or less or if more than five years at the market value or the amortized cost thereof, whichever is lower.

The Trustee shall value the Investment Obligations in the Funds held by it at least once in every Bond Year and report such balances to EDA and the County. In addition, the Investment Obligations shall be valued by the Trustee at any time requested by an EDA Representative on reasonable notice (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to value the Investment Obligations more than once in any calendar month.

ARTICLE VII

GENERAL COVENANTS AND REPRESENTATIONS

SECTION 701. Payment of Principal, Interest and Premium. EDA shall cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the interest on the Bond at the places, on the dates and in the manner provided herein and in said Bond according to the true intent and meaning thereof.

The Bond is payable solely from the Trust Estate derived by EDA from the Support Agreement and other money pledged under this Trust Agreement. The Bond issued under this Trust Agreement shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any political subdivision thereof, including EDA and the County. Neither the faith and credit of the Commonwealth nor the faith and credit of EDA or the County are pledged to the payment of the principal of or interest on the Bond, and the issuance of the Bond shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under this Trust Agreement. EDA has no taxing power.

SECTION 702. EDA's Covenant to Perform. EDA shall faithfully perform at all times all of its covenants, undertakings and agreements contained in this Trust Agreement and in any Bond executed, authenticated and delivered hereunder. EDA represents that it is duly authorized under the Constitution and laws of the Commonwealth, particularly the Enabling Act, to issue the Bond authorized hereby and to execute and deliver this Trust Agreement and pledge the Trust Estate, in the manner and to the extent herein set forth as security for the Bond; that all action on its part for the issuance of the Bond initially issued hereunder and that this Trust Agreement has been duly authorized, executed and delivered by EDA and effectively taken; and that such Bond in the hands of the Holder thereof are and will be valid and binding limited obligations of EDA according to their terms.

SECTION 703. Further Instruments and Actions. At the request of the Trustee, the Bond Registrar or any other Trustee, EDA shall execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of this Trust Agreement.

SECTION 704. Request of County to Appropriate. EDA hereby covenants that it shall, through its EDA Representative, request the County annually for each Fiscal Year following the issuance of the Bond to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the Support Agreement in such Fiscal Year. EDA also hereby covenants that it shall, through its EDA Representative, request the County annually for each Fiscal Year following the issuance of the Bond to budget, appropriate and pay over to the Trustee an amount equal to the estimated Additional Payments payable by the County under a Support Agreement in such Fiscal Year. EDA also hereby covenants that it shall, through its EDA Representative, request the County annually for each Fiscal Year following the issuance of the Bond to budget, appropriate and pay over to the Trustee an amount equal to the estimated County Reserve Payments payable by the County under a Support Agreement in such Fiscal Year.

SECTION 705. Enforcement of Support Agreement. EDA covenants and agrees to enforce its rights and remedies under the Support Agreement to ensure its ability to comply with its covenants and agreements hereunder, including its agreements to satisfy its obligations under this Trust Agreement and the TIFIA Loan Agreement.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 801. Events of Default. (a) Each of the following events is hereby declared an Event of Default:

(1) payment of any installment of interest on the Bond shall not be made when the same shall become due and payable; or

(2) payment of any Principal Installment, of any Bond shall not be made when the same shall become due and payable, whether at maturity or by proceedings for redemption or otherwise; or

(3) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Trust Agreement and such default shall not be cured within thirty (30) days after receipt by EDA of a written notice from the Trustee or the Holder of a majority in aggregate principal amount of the Bond then outstanding specifying such default and requiring the same to be remedied; provided, however, that if such default is capable of cure but cannot reasonably be cured within such thirty (30) day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (3) so long as within such thirty (30) day period EDA shall commence actions reasonably designed to cure such default and shall diligently pursue such actions until such default is cured; provided such default is cured within one hundred eighty (180) days of the first occurrence of such failure; or

(4) the occurrence of a Bankruptcy Related Event or an event of default under the TIFIA Loan Agreement.

(b) Upon the occurrence of an Event of Default actually known to the Trustee, the Trustee shall give prompt written notice to EDA specifying the nature of the Event of Default. EDA shall give the Trustee notice of all events of which it is aware that either constitute Events of Default under this Trust Agreement or, upon notice by or to EDA or the passage of time, would constitute Events of Default hereunder.

SECTION 802. Acceleration of Maturities. Upon the happening and continuance of any Event of Default specified in clause (a) of Section 801, then and in every such case the Trustee may, and upon the written request of the Holder shall, declare the principal of all of the Bond then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bond or this Trust Agreement to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bond shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Trust Agreement, money shall have accumulated in the Debt Service Fund sufficient to pay the principal of all matured Principal Installments of the Bond and all arrears of interest, if any, upon all the Bond then outstanding (except the Principal Installments of the Bond not then due and payable by their terms and the interest accrued on the Bond since the last Interest Payment Date) and the charges, compensation, expenses, disbursements, advances and liabilities of the Bond Registrar and the Trustee and all other amounts then payable by EDA hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and any default in the observance or performance of any covenant, condition, agreement or provision contained in the Bond or this Trust Agreement (other than a default in the payment of the principal of such Bond then due and payable only because of a declaration under this Section) shall have been remedied to the satisfaction of the Trustee, then, in every case, this Trustee shall, by written notice to EDA, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 803. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in clause (a) of Section 801 of this Article, then and in every

such case the Trustee shall, in the case of clause (a)(1) or (a)(2) and may, in the case of clause (a)(3) or (a)(4), and shall proceed and upon the written request of the Holder shall proceed to protect and enforce its rights and the rights of the Holder under the laws of the Commonwealth or under this Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel chosen by the Trustee or by such Holder, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming and remaining due from EDA for principal, interest or otherwise under any of the provisions of this Trust Agreement or of the Bond, together with interest on overdue payments of principal at the rate or rates of interest payable on any Bond outstanding and all costs and expenses of collection and of all proceedings hereunder, without prejudice to any other right or remedy of the Trustee or of the Holder and to recover and enforce any judgment or decree against EDA, but solely as provided herein, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 804. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then thereafter and in every such case, EDA, the Trustee and the Holder shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

SECTION 805. Control of Proceedings by Holder. Anything in this Trust Agreement to the contrary notwithstanding, the Holder shall have the right, subject to the provisions of Section 903 of this Trust Agreement, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall be in accordance with law and the provisions of this Trust Agreement.

SECTION 806. Restrictions Upon Actions by Holder. [to be revised] Except as provided in Section 811 of this Article, the Holder shall not have any right to institute any suit, action or proceeding in equity or at law on the Bond or for the execution of any trust hereunder or for any other remedy hereunder unless the Holder previously shall have given to the Trustee, EDA and the Bond Registrar written notice of the Event of Default on account of which such

suit, action or proceeding is to be instituted, and unless also the Holder shall have made a written request of the Trustee after the right to exercise such powers or right of action as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and unless, also, there shall have been offered to the Trustee, reasonable security and indemnity against the costs, expenses and liabilities (including attorney's fees, costs and expenses) to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Holder may institute any such suit action or proceeding in its name for the benefit of the Holder. It is understood and intended that, except as otherwise above provided, the Holder shall not have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of the Holder and that any individual rights of action or other right given to one or more of such Holder by law are restricted by this Trust Agreement to the rights and remedies herein provided.

SECTION 807. Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Trust Agreement or under the Bond may be enforced by the Trustee without the possession of the Bond or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants the Holder hereby secured, and any recovery of judgment shall be for the benefit of the Holder.

SECTION 808. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Holder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 809. Delay Not a Waiver. No delay or omission by the Trustee or of any Holder in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power or remedy given by this Trust Agreement to the Trustee and to the Holder may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Holder shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Trust Agreement or before the completion of the enforcement of any subsequent default or defaults or impair any rights or remedies consequent thereon.

SECTION 810. Notice of Default. The Trustee shall provide to the Bond Registrar to mail, by certified mail, return receipt requested, to the Holder at its address as it appears on the registration books written notice of the occurrence of any Event of Default

specified in clause (a) of Section 801 of this Article, within thirty (30) days after the Trustee shall have actual notice of the same, that any such Event of Default shall have occurred.

SECTION 811. Right to Enforce Payment of the Bond Unimpaired. Nothing in this Article shall affect or impair the right of the Holder to enforce the payment of the principal of and the interest on his Bond or the obligation of EDA to pay the principal of and the interest on each Bond to the Holder thereof at the time and place in said Bond expressed.

ARTICLE IX

CONCERNING THE TRUSTEE, BOND REGISTRAR, DEPOSITARY AND PAYING AGENT

SECTION 901. Acceptance of Duties. U.S. Bank National Association, with a designated corporate trust office in Richmond, Virginia, is hereby appointed as Trustee under this Trust Agreement and accepts the duties, obligations and trusts imposed upon said bank by this Trust Agreement. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

None of the provisions contained in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

SECTION 902. Trustee Not Liable for Failure of EDA to Act. The Trustee shall not be liable or responsible because of the failure of EDA or of any of its employees or agents to make any collections or deposits or to perform any act herein required of EDA or because of the loss of any money arising through the insolvency or the act or default or omission of any other Trustee in which such money shall have been deposited under the provisions of this Trust Agreement. The Trustee shall not be responsible for the application or investment of any of the proceeds of the Bond or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, investment, payment, withdrawal or transfer shall be made in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

SECTION 903. Compensation and Indemnification of Trustee. Subject to the provisions of any contract with EDA or the County relating to compensation, EDA shall pay the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties

hereunder and shall indemnify and save the Trustee harmless against any liabilities that it may incur in the proper exercise and performance of its powers and duties hereunder, but solely from money available for such purpose under the terms of this Trust Agreement. Such indemnification shall survive the termination of this Trust Agreement or the sooner resignation or removal of the Trustee.

SECTION 904. Trustee May Rely on Certificates; Additional Trustee Provisions. If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee and in any case in which this Trust Agreement provides for permitting or taking any action, the Trustee, may conclusively rely upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Trust Agreement, any request, notice, certificate or other instrument from EDA or the County to the Trustee shall be deemed to have been signed by the proper party or parties if signed by any EDA Representative or any County Representative, respectively, and the Trustee may accept and conclusively rely upon a certificate signed by any EDA Representative and County Representative as to any action taken by EDA and the County, respectively.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care, but shall be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Trustee may consult with counsel, and the advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

Before taking any action under this Trust Agreement relating to an event of default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Bond as it becomes due or causing an acceleration of the Bond whenever required by the Trust Agreement, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability resulting from its negligence or willful misconduct in connection with any action so taken.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bond.

The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Trust Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by EDA or the County, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that EDA and the County, respectively, shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If EDA or the County, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. EDA agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 905. Notice of Default. Except upon the happening of any Event of Default specified in clause (a)(1) or (a)(2) of Section 801 of this Trust Agreement, the Trustee shall not be deemed to have notice of any Event of Default hereunder, unless specifically notified in writing of such event of default by EDA, the County or the Holder.

SECTION 906. Trustee May Do Business with EDA and the County. The bank or trust company acting as Trustee under this Trust Agreement, and its directors, officers, employees or agents, may engage or be interested in any financial or other transaction with EDA and the County, and may maintain any and all other general banking and business relations with EDA and the County with like effect and in the same manner as if the Trustee were not a party to this Trust Agreement; and no implied covenant shall be read into this Trust Agreement against the Trustee in respect of such matters.

SECTION 907. Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein (excluding the last such recital) and in the Bond (excluding the Bond Registrar's certificate of authentication on the Bond) shall be taken and construed as made by and on the part of EDA and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

SECTION 908. Reliance on Certain Documents. The Trustee may conclusively rely upon and shall be fully protected and shall incur no liability in acting or proceeding, or in

not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Trust Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, or upon the written opinion of any attorney, engineer or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Trust Agreement or otherwise to the giving to any person of notice of the provisions hereof. The Trustee shall not be responsible for insuring the Phase II Project or collecting any insurance money, or for the validity of the execution by EDA of this Trust Agreement or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bond.

SECTION 909. Resignation and Removal of Trustee Subject to Appointment of Successor. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 913.

SECTION 910. Resignation of Trustee. The Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing to be given to EDA and to be mailed to all owners of the Bond, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

SECTION 911. Removal of Trustee. The Trustee may be removed by EDA [or the Holder] at any time so long as no Event of Default shall have occurred and be continuing. A facsimile copy of each such instrument shall be delivered promptly by EDA to the Trustee. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of EDA pursuant to resolution of the owners of not less than a majority in aggregate principal amount of the Bond then outstanding under this Trust Agreement.

SECTION 912. Appointment of Successor Trustee. If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, EDA shall appoint a Trustee to fill such vacancy. EDA shall cause notice of any such appointment to be mailed to all owners of the Bond.

At any time within one year after any such vacancy shall have occurred, the owners of a majority in principal amount of the Bond hereby secured and then outstanding, by an instrument or concurrent instruments in writing, executed by such owners and filed with EDA, may appoint

a successor Trustee, that shall supersede any Trustee theretofore appointed by EDA. Facsimile copies of each such instrument shall be delivered promptly by EDA to the predecessor Trustee and to the Trustee so appointed.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within ten (10) days after the vacancy shall have occurred, the Holder of any Bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction within the Commonwealth to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars ($50,000,000).

SECTION 913. Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to EDA, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts and subject to all the duties and obligations, of its predecessor; but such predecessor shall, nevertheless, on the reasonable written request of its successor or of EDA, and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 903, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from EDA be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request be executed, acknowledged and delivered by EDA.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Trust Agreement and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

Section 914. Provision of Indemnification to Trustee. Where, in this Trust Agreement, including, without limitation, Sections 210, [803,] 806 and 904 hereof, the Holder may be required to provide to the Trustee indemnification satisfactory to the Trustee prior to the Trustee's taking certain actions hereunder, in any case where the Holder would be required to provide indemnification in favor of the Trustee, such indemnification shall, to the extent permitted by law, be provided by the EDA, but only from any Trust Estate money received by the Trustee applied in payment of such amounts as Trust Expenses. Nothing herein shall limit the Trustee's right to reimburse itself from any surplus moneys on hand in any Fund, other than any amounts in the Debt Service Fund deposited in respect of principal or interest due on the

Bond on the next Payment Date or any amounts in the Reserve Fund, held by it as provided in this Trust Agreement.

ARTICLE X

EXECUTION OF INSTRUMENTS BY HOLDER, PROOF OF OWNERSHIP OF THE BOND, AND DETERMINATION OF CONCURRENCE OF HOLDER

SECTION 1001. Execution of Instruments by Holder. Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Holder may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holder or its attorney or legal representatives. Proof of the execution of any such instrument and of the ownership of the Bond shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of EDA with regard to any action taken by either under such instrument if made in the following manner:

(1) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(2) The ownership of the Bond shall be proved by the registration books kept under the provisions of Section 206 of this Trust Agreement.

Nothing contained in this Article shall be construed as limiting EDA to such proof, it being intended that EDA may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Holder shall bind every future Holder of the same Bond in respect of anything done by such Holder or a Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, EDA shall not be required to recognize any person as a Holder or to take any action at his request unless such Bond shall be deposited with it.

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

SECTION 1101. Supplemental Agreements Without Consent of Holder. EDA from time to time and at any time, may enter into such supplements and amendments to this Trust Agreement as shall be consistent with the terms and provisions of this Trust Agreement (which Trust Agreement shall thereafter form a part hereof) and the TIFIA Loan Agreement:

(a) to cure any ambiguity or formal defect or omission, or to correct or supplement any provision herein that may be inconsistent with any other provision herein, or

(b) to grant to or confer upon the Holder any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holder, or

(c) to add to the conditions, limitations and restrictions thereafter to be observed by EDA under the provisions of this Trust Agreement, or

(d) to add to the covenants and agreements of EDA in this Trust Agreement other covenants and agreements thereafter to be observed by EDA or to surrender any right or power herein reserved to or conferred upon EDA, or

(e) to make change necessary to comply with the requirements of Fitch, Moody's or S&P, or

(f) to make any other change that would not materially and adversely affect the interests of the Holder and, if such other change will affect the Holder, EDA delivers to the Trustee an opinion of counsel, to the reasonable satisfaction of the Holder, which confirms or demonstrates that such change would not reasonably be likely to materially and adversely affect the interests of the Holder.

SECTION 1102. Modification of Agreements with Consent of Holder. Subject to the terms and provisions contained in this Section, and not otherwise, the Holder shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the entry by EDA into such supplement or amendment as shall be deemed necessary or desirable by EDA for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on the Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) the creation of a pledge or lien on the money credited to the Debt Service Fund, or the Construction Fund other than the pledge and lien created by this Trust Agreement, or (e) a reduction in the aggregate principal amount of Bond required for consent to such supplemental agreement or (f) the issuance of additional bonds. Nothing herein contained, however, shall be construed as making necessary the approval by the Holder of the adoption and acceptance of any supplement or amendment to this Trust Agreement as authorized in Section 1101 of this Article.

If at any time EDA shall determine that it is desirable to enter any supplement or amendment to this Trust Agreement for any of the purposes of this Section, EDA shall cause notice of the proposed execution of such supplement or amendment to be mailed, first class, postage prepaid, to the Holder. Such notice shall briefly set forth the nature of the proposed supplement or amendment to this Trust Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by the Holder. EDA shall not, however, be subject to any liability to any Holder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplement or amendment to this Trust Agreement when approved and consented to as provided in this Section.

Upon the execution of any supplement or amendment to this Trust Agreement pursuant to the provisions of this Section, this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Trust Agreement of EDA, the Trustee, the Bond Registrar and the Holder shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Trust Agreement as so modified and amended.

Notwithstanding anything herein to the contrary, no supplement or amendment to this Trust Agreement that would reasonably be likely to have a material adverse effect on the Holder, if any, shall take effect without the consent of the Holder. Notwithstanding any of the provisions of Section 1101 or any other provisions herein, any supplement or amendment to this Trust Agreement that modifies the terms of the Bond may be delivered by the Trustee with the consent of the Holder and shall not be delivered without the consent of the Holder.

ARTICLE XII

SUPPLEMENTS AND AMENDMENTS TO OTHER AGREEMENTS

SECTION 1201. Supplements and Amendments Not Requiring Holder Consent. EDA may enter into supplements and amendments to the Support Agreement only in accordance with the provisions of this Article. From time to time and at any time, EDA may enter into such supplements and amendments that do not adversely affect the Holder after thirty (30) days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, EDA may enter into other supplements and amendments to such agreements, and the Trustee may consent to such amendments and supplements to such that do not adversely affect the Holder (which supplements and amendments shall thereafter form a part thereof),

(a) to cure any ambiguity or formal defect or omission in of such agreements or in any supplement or amendment thereto, or

(b) to grant to or confer upon EDA or the Trustee, for the benefit of the Holder, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holder or EDA or the Trustee, or

(c) to make any other change in either of such agreements, provided only that no such change shall be made to the Support Agreement that would be materially adverse to the interests of the Holder.

Amendments or supplements to the Support Agreement pursuant to this Section 1201 may be made without the consent of the Holder.

SECTION 1202. Supplements and Amendments Requiring Holder's Consent. Except for supplements or amendments provided for in Section 1201, EDA shall not enter into and the Trustee shall not consent to any supplement or amendment to the Support Agreement unless notice of the proposed execution of such supplement or amendment shall have been given and the Holder shall have consented to and approved the execution thereof, in the same manner

as provided for in Section 1102 hereof in the case of supplements and amendments to this Trust Agreement; provided that the Trustee shall be entitled to exercise its discretion in consenting or not consenting to any such supplement or amendment in the same manner as provided for in Section 1104 hereof in the case of supplements and amendments to this Trust Agreement.

SECTION 1203. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in conclusively relying upon, the opinion of any counsel approved by it, who may be counsel for EDA, as evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to join the execution of such supplement or amendment to the Support Agreement.

ARTICLE XIII

DEFEASANCE

SECTION 1301. Defeasance. When (a) the Bond secured hereby shall have become due and payable in accordance with its terms or otherwise as provided in this Trust Agreement, and (b) the whole amount of the principal and the interest so due and payable upon the Bond shall be paid to the Holder, and (c) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by EDA, then and in that case the right, title and interest of the Holder in the Funds mentioned in this Trust Agreement shall thereupon cease, determine and become void and, on demand of EDA and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel nationally recognized as expert in legal matters relating to states and their political subdivisions, to the effect that all conditions precedent to the release of this Trust Agreement have been satisfied, the Trustee shall release this Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by EDA and shall turn over to the County, any surplus in any and all balances remaining in the Funds. Otherwise, this Trust Agreement shall be, continue and remain in full force and effect

ARTICLE XIV

MISCELLANEOUS PROVISIONS

SECTION 1401. Effect of Dissolution of EDA. In the event EDA for any reason shall be merged or annexed or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Trust Agreement by or on behalf of or for the benefit of EDA shall bind or inure to the benefit of the successor or successors of EDA from time to time and any officer, board, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term "EDA" as used in this Trust Agreement shall include such successor or successors.

SECTION 1402. Effect of Covenants. All covenants, stipulations, obligations and agreements of EDA contained in this Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of EDA to the full extent authorized or permitted by

law, and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided in this Trust Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon EDA by the provisions of this Trust Agreement shall be exercised or performed by EDA, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the Commission or of any agent, officer or employee of EDA in his individual capacity.

SECTION 1403. Successorship of Paying Agent and Bond Registrar. (a) Any bank or trust company with or into which any Paying Agent or the Bond Registrar may be merged or consolidated, or to which the assets and business of such Paying Agent or the Bond Registrar may be sold, shall be deemed the successor of such Paying Agent and Bond Registrar for the purposes of this Trust Agreement. If the position of any Paying Agent or the Bond Registrar shall become vacant for any reason, EDA, provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by EDA in connection therewith, shall appoint a bank or trust company having a combined capital surplus and undivided profits of not less than $50,000,000 to fill such vacancy within thirty (30) days after EDA receives notice of such vacancy.

(a) The Bond Registrar shall give notice of each appointment of such successor by mailing written notice of such event by first class mail, potage prepaid, to all registered owners of the Bond at their addresses as they appear on the registration books. Neither EDA nor the Bond Registrar, however, shall be subject to any liability to any Holder by reason of its failure to mail any such notice.

SECTION 1404. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by EDA or the Trustee or the Bond Registrar shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested postage prepaid, addressed as follows:

(a) As to EDA --

Fairfax Economic Developmental Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22180
Attention: Executive Director

With a copy thereof sent to:

Thomas O. Lawson, Esq.
10810 Main Street, Suite 200
Fairfax, Virginia 22030

With a second copy sent to:

Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035
Attention: County Executive

(b) As to the Trustee –

U.S. Bank National Association
Stephanie E. Haysley, Vice President
U.S. Bank Global Corporate Trust Services
1021 East Cary Street, Suite 1850, Richmond, VA 23219

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by facsimile transmission (including by PDF) or telephone (other than investment directions) and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Trustee or EDA under the provisions of this Trust Agreement, or photographic copies thereof, shall be retained in its possession until this Trust Agreement shall be released under the provisions of Section 1301 of this Trust Agreement, subject at all reasonable times to the inspection of EDA and the Holder and the agents and representatives thereof.

SECTION 1405. Substitute Mailing. If, because of the temporary or permanent suspension of postal service, EDA or the Bond Registrar shall be unable to mail any notice required to be given by the provisions of this Trust Agreement, EDA or the Bond Registrar shall give notice in such other manner as in the judgment of EDA or the Trustee or the Bond Registrar shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

SECTION 1406. Parties, Bond Registrar and Holder Alone Have Rights under Agreement. Except as herein otherwise expressly provided, nothing in this Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Trustee, the Bond Registrar, and EDA and the Holder, any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision hereof, this Trust Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Bond Registrar, EDA and the Holder.

SECTION 1407. Effect of Partial Invalidity. In case any one or more of the provisions of this Trust Agreement or of the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Trust Agreement or the Bond, but this Trust Agreement and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bond or this Trust Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or Agreement shall be deemed to be the covenant, stipulation, obligation or agreement of EDA to the full extent permitted by law.

SECTION 1408. Governing Law. This Trust Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of law principles thereof.

SECTION 1409. No Recourse Against Members, Officers or Employees of EDA. No recourse under, or upon, any statement, obligation, covenant, or agreement contained in this Trust Agreement; or in the Bond hereby secured; or in any document or certification whatsoever; or under any judgment obtained against EDA or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee or agent of EDA, as such, for the payment for or to, EDA or any receiver of either of them, or for, or to, the Holder or otherwise, of any sum that may be due and unpaid upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, EDA or any receiver of either of them, or for, or to, any Holder or otherwise, of any sum that may remain due and unpaid upon the Bond hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Trust Agreement and the issuance of the Bond.

SECTION 1410. Expenses Payable under Trust Agreement. All expenses incurred in carrying out this Trust Agreement shall be payable solely from funds derived by EDA from the Support Agreement in accordance with the provisions of this Trust Agreement. Anything in this Trust Agreement to the contrary notwithstanding, the performance by EDA of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of EDA for all warranties and other covenants herein shall be limited solely to the money and revenues received from the payments from the Support Agreement(s), and from money attributable to the proceeds of the Bond, or the income from the temporary investment thereof, and, to the extent herein, the proceeds of insurance, sale and condemnation awards; and EDA shall not be required to effectuate any of its duties, obligations, powers or covenants except from, and to the extent of, such money, revenues, proceeds, and payments.

SECTION 1411. Dealing in the Bond. The Trustee, the Bond Registrar and any bank or trust company acting as Paying Agent under this Trust Agreement and its directors, officers, employees or agents, and any officer, employee or agent of EDA, may in good faith, buy, sell, own, hold and deal in the Bond issued under the provisions of this Trust Agreement and may join in any action which any Holder may be entitled to take with like effect as if such

bank or trust company were not the Trustee, the Bond Registrar or a Paying Agent under this Trust Agreement or as if such officer, employee or agent of EDA did not serve in such capacity.

SECTION 1412. Payments Due on Saturday, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of the Bond shall be a Saturday, Sunday or a legal holiday or not a Business Day, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the interest payment date and no interest on such payment shall accrue for the period after such date.

SECTION 1413. Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 1414. Further Authority. The officers of EDA and other agents or employees of EDA are hereby authorized to do all acts and things required of them by this Trust Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond and this Trust Agreement.

SECTION 1415. Agreement Effective. This Trust Agreement shall take effect immediately upon its execution and delivery.

FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY

_____

Chairman of the Fairfax County Economic Development Authority, Virginia

Attest:

_____

Secretary of the Fairfax County Economic Development Authority, Virginia

(SEAL)

[TRUSTEE]

_____

Attachment 6

Exhibit A

[FORM OF REQUISITION

Construction Fund]

_____

FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY – Trust Agreement, dated as of _____ , 2014 Securing Revenue Bond (Silver Line Phase II Project)
Requisition from the Construction Fund

Requisition No. _____ ("item number")

This requisition for payment from the Project Construction Cost Account in the Construction Fund is submitted in accordance with the provisions of the Trust Agreement, dated as ____ 1, 20__, between the Fairfax Economic Development Authority and you as Trustee. Please see the attached requisition submitted to USDOT pursuant to the TIFIA Loan Agreement (the "TIFIA Requisition") which you may rely on exclusively as evidence that such costs described therein are Costs of the Phase II Project.

You are hereby notified that you are authorized and directed by the undersigned County Representative to reimburse the County or to pay the obligation set forth in the attached TIFIA Requisition.

Dated _____ [Name]

By:

County Representative

ACTIVE 204236754v.7

County & Authority

SUPPORT AGREEMENT

This Support Agreement (this "Agreement"), dated as of _____, 20__, is by and between the Fairfax County Economic Development Authority (the "Authority") and the Board of Supervisors of Fairfax County, Virginia (the "County").

SECTION I. DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the words and terms defined in this Section I have the respective meanings given to them herein:

"Additional Payments" shall have the meaning set forth in Section 3.01(e).

"Basic Payments" means the payments made or to be made by the County, to or for the account of the Authority to the Trustee, in respect of scheduled interest and principal payments on the Bond. [Basic Payments do not include payment of the principal amount of the Bond occasioned by the acceleration of the maturity thereof following an Event of Default under the Trust Agreement or the TIFIA Loan Agreement.]

"Bond" means the $403,274,894 Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project) Series 2014, dated December [__], 2014.

"Bond Payment Date" means each Interest Payment Date and Principal Payment Date on the Bond.

"County Payments" means the Additional Payments, Basic Payments and County Reserve Payments.

"County Reserve Payments" means the payments made as set forth in Section 3.01(d) to replenish or add to the Reserve Fund established for the Bond in the Trust Agreement.

"Fiscal Year" shall have the meaning set forth in the Trust Agreement.

"Holder" shall have the meaning set forth in the Trust Agreement.

"Interest Payment Date" means each February 1 and August 1 each such date being a date two months prior to the date when interest is scheduled to be due and payable on the Bond.

"Phase 2" shall have the meaning set forth in the TIFIA Loan Agreement.

"Principal Payment Date means each February 1 and August 1 being a date two months prior to the date upon which a principal installment of the Bond is due and payable.

"Purchaser" means the TIFIA Lender, which shall purchase the Bond from the EDA on the date hereof.

"Related Document" shall have the meaning set forth in the TIFIA Loan Agreement.

"Reserve Fund" means the reserve fund for the Bond established in the Trust Agreement.

"Support Agreement" means this Support Agreement, as the same may be amended by written agreement of the parties with the consent of the Holder of the Bond as provided in Section 4.03 hereof.

"TIFIA Letter Agreement" means the TIFIA Letter Agreement, dated as of December [__], 2014 by and between the County and USDOT.

"TIFIA Loan Agreement" means that TIFIA Loan Agreement, dated as of December [__], 2014 by and among USDOT, the County and EDA, including any supplements or amendments thereto with respect to the Bond issued under this Trust Agreement evidenced by the Bond.]

"Trust Agreement" means the Trust Agreement, dated as of [December 1], 2014 between the EDA and U.S. Bank National Association, as Trustee, pursuant to which the EDA assigns to the Trustee all of the EDA's rights under the Support Agreement, including the EDA's rights to receive County Payments under and to enforce the terms and provisions of this Support Agreement.

"Trustee" means U.S. Bank National Association with a principal corporate office in Richmond, Virginia.

"USDOT" mean the United States Department of Transportation, acting by and through the Federal Highway Administrator, and its successors and assigns.

SECTION II. ISSUANCE OF THE BOND BY THE AUTHORITY

Section 2.01. Issuance of the Bond. The EDA agrees to issue the Bond on or before December [__], 2014. The Purchaser has agreed to buy the Bond from the EDA on December [__], 2014.

Section 2.02. Purpose for the Issuance of the Bond. The EDA agrees to apply the proceeds of the Bond, together with other funds, to finance construction of Phase 2 pursuant to the terms of the Trust Agreement and the TIFIA Loan Agreement.

SECTION III. PAYMENT UNDERTAKING BY THE COUNTY

Section 3.01. Basic Payments, Bond Debt Service Payments, Reserve Fund Payments and Additional Payments. (a) The County hereby agrees to make Basic Payments on each Bond

Payment Date in the amounts set forth on **Exhibit G** to the TIFIA Loan Agreement, as may amended from time to time, subject to the provisions of Sections 3.02 and 3.03 below.

(b) the County may, at its option, prepay the Basic Payments in accordance with the terms of the Bond and the terms of the TIFIA Loan Agreement in whole or in part on not less than [thirty (30) days'] written notice to the EDA accompanied by a specific direction to the EDA to apply such prepayment to the redemption of the Bond in accordance with its terms and the terms of the TIFIA Loan Agreement. Upon such redemption, the EDA shall credit the principal amount of the Bond so redeemed against the Basic Payments and reduce the remaining Basic Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bond so redeemed, (y) the interest on the Bond so redeemed and (z) the interest that would have accrued on such Bond so redeemed but for such prepayment redemption.

(c) the County will prepay the County Payments in whole or in part at any time on not less than [five (5) days'] written notice to the EDA upon the mandatory redemption of Bonds in whole or in part pursuant to the terms of the TIFIA Loan Agreement and the TIFIA Letter Agreement. Upon such mandatory redemption, the EDA shall credit the principal amount of the Bond so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bond so redeemed, (y) the interest on the portion of the Bond so redeemed and (z) the interest that would have accrued on the portion of such Bond so redeemed but for such prepayment redemption. The remaining County Payments shall be recalculated as provided in the TIFIA Loan Agreement.

(d) In the event that, at any time during any Fiscal Year while the Bond remains outstanding under the Trust Agreement, whether due to additional disbursements made under the TIFIA Loan Agreement or from previous payments of debt service on the Bond, the amount to the credit of the Reserve Fund is less than the requirement therefor established by the Trust Agreement, the County shall forthwith budget, appropriate and pay over from its General Fund to the Trustee the amount of such deficiency in the form of County Reserve Payments. The obligation of the County under this subsection (d) of this Section 3.01 to make any such payment is in all respects subject to the provisions of Section 3.02.

(e) The County agrees to make as Additional Payments for Phase 2 all other amounts (other than Basic Payments) payable by the County to the EDA under this Support Agreement as set forth below in Section 3.01(f).

(f) The County will pay as Additional Payments the following:

(1) all reasonable fees and expenses (including reasonable attorney's fees, costs and expenses) of the Trustee and, to the extent permitted by law, the costs and expenses of holding the Trustee harmless against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by the Trustee and arising out of or in connection with its acting as Trustee under the Trust Agreement;

(2) all reasonable fees and expenses of the bond registrar, any depository and any paying agent appointed under the Trust Agreement; and

(3) all loan servicing fees payable to USDOT and any fees, costs, charges and expenses incurred by USDOT (including the reasonable fees, costs and expenses of counsel and other advisors) in connection with the negotiation, preparation, execution, delivery and performance of the TIFIA Loan Agreement; and

(4) all reasonable fees and expenses of the EDA including, without limitation, the reasonable fees and expenses of its counsel in connection with the financing Phase 2, the preparation of this Support Agreement, the TIFIA Loan Agreement and the Trust Agreement, any expenses payable by the EDA under the Trust Agreement or the TIFIA Loan Agreement and not otherwise payable by the County under this Support Agreement, and, to the extent permitted by law, the costs and expenses of holding the EDA harmless against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by the EDA and arising out of or in connection with this Support Agreement, the TIFIA Loan Agreement, the Bond or the Trust Agreement.

Section 3.02. Payments Subject to Appropriation. The obligation of the County to make the County Payments under this Support Agreement is contingent upon the appropriation for the applicable Fiscal Year by the Fairfax County Board of Supervisors of funds from which such County Payments can be made. The County shall not be liable for any County Payments that may be payable pursuant to this Support Agreement unless and until such funds have been appropriated for payment for such purpose and then only to the extent thereof. This Support Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 3.03. County Executive to Request Appropriations. The Board of Supervisors of the County covenants that it will cause the County Executive of Fairfax County (or any person succeeding to the principal function thereof or such other relevant official or employee) in preparing the County's operating budget for each Fiscal Year so long as the Bond remains outstanding under the Trust Agreement to include therein the debt service on the Bond that is scheduled to become due and payable and estimated increases in the Reserve Fund requirement, whether due to additional disbursements made under the TIFIA Loan Agreement or from previous payments of debt service on the Bond, during such Fiscal Year for which the budget is proposed.

Section 3.04. Consent to Assignment. The County hereby agrees that the EDA shall assign to the Trustee the EDA's rights under this Support Agreement, including the EDA's rights to receive County Payments under and to enforce the terms and provisions of this Support Agreement.

SECTION IV. MISCELLANEOUS

Section 4.01. Third Party Beneficiaries. This Payment Agreement shall inure to the benefit of the EDA, the County and the Holder of the Bond, and no other persons shall be deemed third party beneficiaries of this Support Agreement.

Section 4.02. Net Contract. The County shall pay to the EDA all County Payments payable to the EDA free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever, and under no circumstances or conditions shall the EDA be expected or required to make any payment of any kind with respect to Phase 2 or be under any obligation or liability hereunder, except as provided in this Support Agreement, the Trust Agreement, the TIFIA Loan Agreement, the TIFIA Letter Agreement or any other Related Document to which the EDA is a party.

Section 4.03. Amendments. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by the Authority and the County with the prior written consent of the Holder of the Bond.

Section 4.04. Effective Date. This Agreement shall take effect immediately upon its execution and delivery.

Section 4.05. Termination. This Agreement shall terminate upon the redemption of the Bond.

Section 4.06. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4.07. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[The rest of this page is left blank intentionally]

IN WITNESS WHEREOF, the EDA and the County have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first written above.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Chairman

[SEAL]

ATTEST:

By: _____
Secretary

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____
County Executive

[SEAL]

ATTEST:

By: _____
Clerk to the Board of Supervisors

Attachment 8

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF A LETTER AGREEMENT BETWEEN THE COUNTY AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION RELATING TO THE PARKING FACILITIES TO BE CONSTRUCTED AT THE HERNDON AND INNOVATION CENTER METRO STATIONS

WHEREAS, the County has made an approximately $515,000,000 financial commitment (the "Commitment") for a portion of the cost of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (the "Phase II Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia and the Metropolitan Washington Airports Authority ("MWAA"); and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement in part from amounts received by the Fairfax County Economic Development Authority ("EDA") from proceeds of a draw down loan (the "TIFIA Loan") provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 and all under the terms of a Loan Agreement by and among EDA, the County and USDOT; and

WHEREAS, the County has agreed pursuant to the terms of a Memorandum of Agreement, executed in December 2011, among MWAA, USDOT, the Commonwealth of Virginia, the County, Loudoun County and Washington Metropolitan Area Transit Authority to, use its best efforts to finance, from financing sources other than from proceeds of the TIFIA Loan, the costs of parking facilities (the "Parking Facilities") located at or adjacent to the new rail stations at Herndon and Innovation Center constructed as part of the Phase II Project; and

WHEREAS, there has been presented to the Board a proposed Letter Agreement (the "Letter Agreement"), between the County and USDOT the terms of which relate to the financing, construction, other details of the Parking Facilities; and

WHEREAS, the Board has duly reviewed and considered the form of the Letter Agreement and has determined that it is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. The form of the Letter Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County, if appropriate, be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Letter Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Letter Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 2. The execution and delivery by a Delegate of the Letter Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the form thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 3. The members, officers, legal counsel, agents and employees of the Board and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Letter Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Letter Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 4. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 5. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 6. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Attachment 9

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FORM OF A PROJECT AGREEMENT RELATING TO THE PAYMENT OF THE TIFIA LOAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the Board of Supervisors (the "Board") of Fairfax County, Virginia (the "County") following a public hearing and petition filed with the Board (the "Petition"), approved and established on December 21, 2009, the Phase II Dulles Rail Transportation Improvement District (the "District") for the purpose of providing transportation improvements to the Washington Metropolitan Area Transit Authority's ("WMATA") transportation system, known as Metrorail, in the District; and

WHEREAS, the County has made an approximately $515,000,000 financial commitment (the "Commitment") for a portion of the cost of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (the "Phase II Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia ("Loudoun County") and the Metropolitan Washington Airports Authority ("MWAA"); and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement in part from amounts received by the Fairfax County Economic Development Authority ("EDA") from proceeds of a draw down loan (the "TIFIA Loan") provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 and all under the terms of a Loan Agreement by and among EDA, the County and USDOT (the "Loan Agreement"); and

WHEREAS, the County has requested EDA to issue a bond (the "Bond") to be designated "Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project), Series 2014", such bond to be executed and delivered to USDOT as evidence of EDA's obligation to repay the TIFIA Loan; and

WHEREAS, pursuant to the Petition the District has agreed to provide financing up to $330,000,000 towards the cost of the Phase II Project from special tax revenues (the "Special Tax Revenues") that result from the levy of a special improvement tax in the District (the "Special Improvements Tax") and proceeds of additional EDA bonds, if any, to finance a portion of the Phase II Project secured by the Special Tax Revenues; and

WHEREAS, there has been presented to the Board a proposed Project Agreement -- Phase II Dulles Rail by and among the Board, the District and EDA (the "Project Agreement"), which sets forth, among other things, the agreement and respective responsibilities of the County, EDA and the District regarding the method of financing the payment of a portion of the debt service of the Bond from Special Tax Revenues (the "District's Allocable Portion of the Bond"), including (a) the request by the District to the County to levy the Special Improvements Tax and collect the Special Tax Revenues in an amount sufficient for the District or the County,

as the agent of the District, to make debt service payments on the District's Allocable Portion of the Bond and (b) the District's undertaking to request the Board to make payments from the Special Tax Revenues collected, in an amount sufficient to pay District's Allocable Portion of the Bond; and

WHEREAS, the Board has duly reviewed and considered the form of the Project Agreement and has determined that it is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. The form of the Project Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Project Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Project Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 2. The members, officers, legal counsel, agents and employees of the Board and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Project Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Project Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 3. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 4. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 5. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

Board Agenda Item
December 2, 2014

CONSIDERATION – 1

Appeal of Planning Commission Approval of FDP No. 2014-BR-007, Subject to Option A Only; NVR, Inc. (Braddock District)

ISSUE:
Consideration of an appeal filed by NVR, Inc., pursuant to Zoning Ordinance § 16-402(9), challenging the Planning Commission's decision to conditionally approve Final Development Plan (FDP) No. 2014-BR-007, subject to Option A only and approval of the concurrent rezoning application.

TIMING:
Board of Supervisors' action is required on December 2, 2014, so that this appeal may be decided along with the concurrent rezoning application.

BACKGROUND:
NVR, Inc., is the applicant for a rezoning, RZ 2014-BR-007 (the Rezoning), which seeks to rezone approximately 13.88 acres of real property located at Tax Map Nos. 56-2((1)) parcels 54, 55, 57, 58, and 59 and 56-2((4)) parcel 1 (application property) from the R-1 District to the PDH-3 District to permit the construction of 40 single-family detached dwelling units. Concurrent with the Rezoning, the applicant filed CDP/FDP No. 2014-BR-007 (the CDP/FDP). The CDP/FDP contains three alternative layouts, identified as Options A, B, and C, which reflect different options for a street connection between the application property and an adjacent subdivision. Option A includes a full public street connection from the Forest Hill Drive entrance to the proposed development and extends through to the existing Delsignore Drive, which in turn feeds into Nancyann Way and ultimately Shirley Gate Road. Option B includes no vehicular connection to the existing Delsignore Drive, and utilizes an entirely private street network. Option C preserves a possible future public street connection from the proposed development to Delsignore Drive.

On November 13, 2014, the Planning Commission held a decision only hearing on the Rezoning and CDP/FDP, following a public hearing on the application one week earlier. The Planning Commission recommended approval of the Rezoning, subject only to Option A. In addition, the Planning Commission approved the FDP, subject only to Option A and the Board's approval of the Rezoning, only insofar as it included a full public street connection through the proposed development.

On November 21, 2014, the applicant timely filed an appeal of the Planning Commission's decision to conditionally approve the FDP, subject to Option A and the full public street connection. Zoning Ordinance § 16-402(9) permits an aggrieved party, by "written petition to the Board" filed within 10 days of the Planning Commission's decision, to "appeal a Planning Commission decision for approval or approval with modifications of a final development plan." Section 16-402(9) further states that "the basis for the appeal shall be that the final development plan is or is not in substantial conformity with the approved conceptual development plan." As the grounds for its appeal, the applicant states that the FDP that was conditionally approved by the Planning Commission, but only insofar as it depicted a full public street connection, is not in substantial conformance with the CDP because it precludes the Board from considering the three alternatives presented by the applicant in the CDP as outlined above. Based on this inconsistency, the applicant requests that the Board reverse the decision of the Planning Commission regarding FDP 2014-BR-007 and approve the FDP consistent with the Board's approved option for the street connection.

FISCAL IMPACT:
None

ENCLOSED DOCUMENT:
Attachment 1 - Appeal Letter dated November 21, 2014

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Michael Lynskey, Staff Coordinator, Zoning Evaluation Division, DPZ

ATTACHMENT 1

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November 21, 2014

VIA HAND DELIVERY

Catherine A. Chianese
Office to the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, VA 22035-0072

Appeal of FDP 2014-BR-007

Dear Ms. Chianese:

On behalf of our client, NVR, Inc., we are submitting this written petition to appeal the Fairfax County Planning Commission's decision to approve FDP 2014-BR-007. This appeal is brought under authority of Fairfax County Zoning Ordinance (the "Zoning Ordinance") Section 16-402(9).

NVR, Inc. is the applicant for a concurrent rezoning (the "Rezoning"), RZ 2014-BR-007, and final development plan (the "FDP"), FDP 2014-BR-007, on property with Fairfax County tax map numbers 56-2-((01))-54,55,57,58, & 59 and 56-2-((04))-1 (collectively the "Property"). Pursuant to the Zoning Ordinance, NVR, Inc. submitted the Rezoning, which includes a conceptual development plan (the "CDP"), and the FDP for review and approval by Fairfax County. The CDP and FDP contain three alternative layouts, listed in the CDP/FDP as Options A, B, and C, that include different options for a street connection from this project to an adjacent subdivision. Option A shows a connection between a proposed street and the existing Delsignore Drive. Option B shows no such street connection and instead provides a cul-de-sac at Delsignore Drive. Option C shows a possible future street connection.

On November 13, 2014, the Planning Commission held a public hearing on the Rezoning and FDP. At the conclusion of the public hearing, the Planning Commission made several motions regarding the project that are the subject of this appeal. The Planning Commission recommended approval of the Rezoning, subject only to Option A, and including full public road connections. Additionally, the Planning Commission approved the FDP, subject to Option A, and including a full public road connection. The FDP approval was conditioned upon Board of Supervisors approval of the Rezoning.

NVR, Inc. is appealing the Planning Commission's approval of the FDP subject only to Option A. Zoning Ordinance Section 16-402(9) permits "an aggrieved party" to "appeal a Planning Commission decision for approval or approval with modifications of a final development plan". Such an appeal must be filed with the Board of Supervisors within ten (10) days after the decision of the Planning Commission. Appeals are perfected through written petition of the Board setting for the reasons for the appeal. As provided in Section 16-402(9), "The basis for an appeal shall be that the final development plan is or is not in substantial conformity with the approved conceptual development plan."

NVR, Inc. is an aggrieved party as that term is defined in Virginia law. As such, it has standing to appeal the Planning Commission's decision to approve the FDP. Additionally, the Planning Commission's decision occurred on November 13, 2014. This written petition is being filed on November 21, 2014, which is within the ten (10) day appeal period.

The basis for this appeal is that the FDP approved by the Planning Commission will not be in substantial conformity with the CDP because it precludes consideration of all three alternatives by the Board of Supervisors in connection with their approval of the Rezoning. The Rezoning, including the CDP, and the FDP were specifically designed to permit a full consideration of all three alternatives by the Board of Supervisors. The options were created after painstaking discussions with all stakeholders. The Planning Commission, through its approval of the FDP only with Option A, has unreasonably limited the Board of Supervisor's authority under the Zoning Ordinance to make the final decision on whether Option A, B, or C best serves the needs of the County and the broader community. Determining the most appropriate solution should rest with the Board of Supervisors.

For the above reasons, we respectfully request that the Board of Supervisors reverse the decision of the Planning Commission regarding FDP 2014-BR-007 and approve the FDP consistent with its preferred option within the framework of the Rezoning, should the Board of Supervisors elect to approve the same.

Sincerely,

Greg Riegle (sea)
Gregory A. Riegle,
Attorney for NVR, Inc.

Cc: Kiel Stone, Chief of Staff to Supervisor John Cook
Rosemary Ryan, Aide to Supervisor John Cook
Elizabeth Teare, Fairfax County Attorney's Office

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Board Agenda Item
December 2, 2014

INFORMATION – 1

Presentation of the Fiscal Year 2014 Comprehensive Annual Financial Report (CAFR)

Annually, pursuant to the *Code of Virginia* (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for Fiscal Year 2014 have been audited by KPMG LLP (KPMG), and KPMG's unqualified opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's CAFR. A representative from KPMG is with us today.

In addition to meeting the requirements of the Code, the audit was designed to meet the requirements of the U. S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the related Circular A-133 Compliance Supplement. Known as the Single Audit, this is a special type of compliance audit applicable to specific federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. KPMG's reports related specifically to this audit activity are included in a separate Single Audit Act Report.

Auditing standards generally accepted in the United States require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses. In a letter addressed to the Board of Supervisors, KPMG reports that no material weaknesses were noted. This has been the case for the past 19 consecutive years, which is quite an achievement considering the size and complexity of the County's financial operations.

The CAFRs presented today will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The 2013 CAFR for the County was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA.

Board Agenda Item
December 2, 2014

A comprehensive package was delivered directly to the offices of each member of the Board of Supervisors on or before November 30, 2014. The package included:

- The Fiscal Year 2014 Comprehensive Annual Financial Report.
- KPMG's required communications letter pertaining to the conduct of the audit addressed to the Board.
- KPMG's letter reporting no material weaknesses addressed to the Board.
- The Single Audit Act Report.

In compliance with the Code, a copy of the Fiscal Year 2014 CAFR is being provided to the Clerk to the Board of Supervisors where it shall remain open to public inspection. The CAFR is being made available for public use in the reference sections of the County's regional and community libraries as well as on Fairfax County's Web site.

ENCLOSED DOCUMENTS:
None. Documents have been delivered as noted above.

STAFF:
Susan W. Datta, Chief Financial Officer, Department of Management and Budget
Christopher J. Pietsch, Director, Department of Finance
Deirdre M. Finneran, Deputy Director, Department of Finance
Richard M. Modie Jr., Chief, Financial Reporting Division, Department of Finance

Board Agenda Item
December 2, 2014

INFORMATION - 2

Contract Award – Consulting Support for an NCR Study for Regional Next Generation 9-1-1 Design

The Department of Public Safety Communications (DPSC) has a requirement for consulting support for a National Capital Region (NCR) study for Regional Next Generation (NG) 9-1-1 Design. Currently, there are no NG9-1-1 capabilities in the NCR, and the existing 9-1-1 infrastructure and equipment is dated and reaching end of life. In addition, within the next few years the current 9-1-1 equipment in many of the Public Safety Answering Points (PSAPs) will no longer be supported by the current 9-1-1 service provider. The consultant will provide the following deliverables:

- A high level plan, capabilities gap analysis, and the statements of GIS and network technology requirements that are needed to support the regional procurement efforts of NCR PSAPs as the migration to a Next Generation 9-1-1 technology platform unfolds.
- Highlight potential changes in governance issues or policies for regionally operated NG9-1-1 systems that will differ from the way 9-1-1 systems operate today in a disparate state tariff environment.
- Publish a Request for Information (RFI) to industry to gather preliminary cost and technical approaches which allow input to the funding needs of the 2015 UASI grant request process for NG9-1-1.
- Establish a collaborative discussion with the MWCOG 9-1-1 Directors Committee and other key stakeholders in the NCR GIS community and the NCR IP network community to discuss and consider how existing GIS and network resources can be used to selectively route 9-1-1 calls over a new or enhanced network (called an ESInet) required by NG9-1-1.
- Conduct a feasibility assessment to make a recommendation to the NCR on how to best implement an Emergency Services Internet Protocol network (ESInet) for the future migration to a NG9-1-1 solution.
-

In accordance with the County's policy on the use of General Services Administration Multiple Award Schedules, the Department of Purchasing and Supply Management solicited offers from three qualified GSA contractors. The County received four proposals in response to the solicitation. DPSC staff evaluated the proposals in accordance with the criteria established in the GSA solicitation request, and upon completion of the final evaluation and negotiations, DPSC staff recommended contract award to Mission Critical Partners (MCP).

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The Fairfax County Department of Tax Administration has verified that Mission Critical Partners (MCP) has a Fairfax County Business, Professional & Occupational License (BPOL).

Unless otherwise directed by the Board of Supervisors, the County Purchasing Agent will proceed to award this contract to Mission Critical Partners (MCP) for consulting support for an NCR Study for Regional NG9-1-1 Design.

FISCAL IMPACT:
The value of this UASI grant-funded term contract is $413,000.

ENCLOSED DOCUMENTS:
Attachment 1 - List of Offerors

STAFF:
Cathy A. Muse, Director, Department of Purchasing and Supply Management
Wanda Gibson, Director, Department of Information Technology
Steve Souder, Director, Department of 9-1-1 / Public Safety Communications

ATTACHMENT 1

List of Offerors

NAME	**SWAM STATUS**
Mission Critical Partners	Small Business
RCC Consultants	Large Business
Winbourne Consulting, LLC	Small Business
Zillion Technoligies, Inc.	Minority Owned

Board Agenda Item
December 2, 2014

INFORMATION – 3

Planning Commission Action on Application 2232-D13-9, CWS VII, LLC & The Trustees of Andrew Chapel United Methodist Church (Dranesville District)

On Wednesday, November 12, 2014, the Planning Commission voted 12-0 to approve 2232-D13-9.

The Commission noted that the application met the criteria of character, location, and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-D13-9 sought approval for a 120-foot telecommunication facility and related ground structure on the subject property. The property is located at 1301 Trap Road, Vienna. Tax Map 19-4 ((1)) 47.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Attachment 2: Vicinity map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ
Jill Cooper, Executive Director, Planning Commission Office

Planning Commission Meeting Attachment 1
November 12, 2014
Verbatim Excerpt

SE 2013-DR-019/2232-D13-9 – CWS VII, LLC & THE TRUSTEES OF ANDREW CHAPEL UNITED METHODIST CHURCH

Decision Only During Commission Matters
(Public Hearing held on October 30, 2014)

Commissioner Ulfelder: Thank you, Mr. Chairman. This evening we have a decision only for a concurrent 2232 and Special Exception application for a telecommunications tower disguised as a 120-foot tall bell tower and approval to permit an existing church with a nursery school as a Special Exception use, whereas it is now approved as a Special Permit use. The telecommunications facility is on property owned by the Andrew Chapel United Methodist Church on Route 7 at the intersection with Trap Road. This application has been in the works since mid-2013 before I joined the Commission and has gone through a number of changes and revisions on route to the Planning Commission and to the Board of Supervisors. During this time, it also has been the focus of various open meetings with members of the church and residents of the surrounding neighborhoods, as well as several balloon flies to demonstrate the proposed height of the telecommunication facility. Many questions were asked and various concerns were voiced. As the application moved through the County review process with a few fits and starts, some members of the adjacent Shouse Village Neighborhood formed a group, Stop Andrew Chapel Cell Tower (SACCT), to express their opposition to the proposed tower. I have attended meetings to understand the support and opposition to this application. We have also received voluminous amounts of correspondence and other material in connection with this application. The SACCT group in particular has raised a wide range of issues and arguments – and has submitted detailed materials in support of their position. They have argued strenuously that as proposed – as proposed, the bell tower telecommunications facility is massive, ugly, offensive, and would be a visual blight on their community and the surrounding area that will lower their property values. For the reasons that follow, I am not persuaded by these arguments. Our decision on the 2232 application is guided by the Comprehensive Plan and, in particular, Objectives 42 and 43 of the Policy Plan Element of the Comprehensive Plan under Mobile and Land-Based Telecommunications Services. Under *Virginia Code* 15.2-2232, we must determine whether the location, character, and extent of the proposed bell tower at its proposed location is substantially in accord with the Plan. After carefully reviewing the application, staff report, and the other materials and arguments submitted for the record, I have concluded that this application substantially conforms to the Comprehensive Plan. Staff has thoroughly articulated the grounds for approval in the staff report so I will refrain from reiterating all of those points here. I will, however, briefly highlight some of the factors leading to this decision. First, the application does propose construction of a new tower while Objective 42, Policy A, encourages avoiding construction of new structures. I am familiar with the area and am satisfied with the applicant's conclusion that there are no existing tall structures available to address coverage and capacity needs in the target area. There is one existing facility at the Providence Baptist Church, which is approximately a half mile to the east of the proposed bell tower. Verizon Wireless' engineer makes it clear that the steeple facility, with antenna space at approximately 55 feet, is too low to provide the same coverage to the target area. I think it is important to note that, in any event,

there is only one slot available at the Providence Baptist Church and no room to co-locate as many as three additional carriers, which could be accommodated at the proposed Andrew Chapel bell tower. When existing structures are not available or co-location is not appropriate because of service needs, Objective 42, Policy B, recommends locating new structures on properties that provide the greatest opportunity to conceal the facilities and minimize visual impact. The applicants have proposed to locate the bell tower on a 7-acre parcel of property in a location that maximizes the distance between the facility and residential properties. Other than the Covance property across the street that was not interested in hosting a telecommunications facility, the subject property is one of the larger parcels of property in this vicinity. The size of the parcel allows for substantial setbacks of the tower that would be impossible on a smaller lot. Further, the proposed tower and supporting equipment structures have been relocated on the property, relative to prior applications, in order to reduce visibility from certain locations. The facility's proposed siting near Leesburg Pike also allows this major arterial to provide additional buffering to properties across and in the vicinity of Leesburg Pike. In fact, disguised as a bell tower, it will not be readily apparent to anyone driving past on Route 7 or in the area that it is, in fact, a telecommunications facility bristling with antennas. Thus, in many respects, it is visually similar to the bell tower communications facility located at the Dranesville United Methodist Church approximately three miles to the west of this proposed site and also visible from Route 7. Objective 42, Policy D, provides that when multiple sites provide similar or equal opportunity to minimize impacts, public lands should be the preferred location. This policy recommendation has touched off a controversy over whether the Fairfax County Fire and Rescue Station – Station 42 – located at the corner of Beulah Road and Route 7 approximately one mile west of the Andrew Chapel site should be the preferred location. Originally, it was thought that Station 42 could not be considered as a possible location for a telecommunications facility based on communication with the Facilities Management Division and the applicant. During the review of this application, it became apparent that it could possibly be considered for a telecommunications facility, but that it would need the approval of a concurrent 2232, Special Exception, and a Proffer Condition Amendment to site such a facility on the Station 42 property. The application does not propose a location for its facility on the Fire Station property that would allow for a comparison of impacts because the Fire Station is outside of the coverage area it is targeting with this application. While the propagation maps indicate that a similar telecommunications facility at the Station 42 site could cover a portion of the target area, it is still only 50 to 60 percent overlap, which still leaves a coverage need for the area west of Tysons and east of Station 42. The applicant in this case has indicated a possible future interest in the Station 42 site in order to continue to fill the carriers' coverage and capacity gap between Tysons and the Difficult Run Stream Valley to the west. The record indicates that there are no other viable sites between the church site and the Station 42 site that can meet the carriers' needs. Thus, I believe it is clear that the proposed Andrew Chapel bell tower facility is the site that can best meet the needs of the carriers' target area. I also find that the application substantially conforms to the Comprehensive Plan in terms of the character and extent of the proposed facility. The applicants have minimized visual impacts on the surrounding area, in accordance with Objective 42, Policy C, by camouflaging the facility as a bell tower, lowering the height of the tower from 140 to 120 feet, narrowing the width of the three sides, spacing the concealment panels farther apart vertically to reduce their visual mass, and replacing the proposed flame on the site with a simple cross. This stealth design is conceptually compatible with the church use and all antennas will be hidden from view by concealment panels. The applicants have also demonstrated conformance to Policy K through a balloon fly and photographic simulations showing that views of the facility are

mitigated by the structure's design, existing and proposed vegetation, the overall surrounding area, and distance from residential properties. Even with all of these changes and landscaping, the bell tower will be visible from certain points and the existing vegetation, as well as the additional trees, will never be tall enough to completely hide the bell tower. Nevertheless, I agree with Staff's assessment that the Plan does not require telecommunications facilities to be invisible. They should, instead, be designed and located to provide the greatest opportunity to conceal the facilities and mitigate their visual impact. In this case, I believe that the revised bell tower design is appropriate on the Andrew Chapel Church property and significantly reduces the visual impact of the structure. In addition, the issue of visibility from vehicles on Route 7 and some of the surrounding properties that will have a view of a portion of the bell tower has been analyzed well in the Staff Report and the proposed conditions, including the additional landscaping, will help further reduce the visual impact of the proposed bell tower. In concluding that the proposed facility is substantially in accordance with the Comprehensive Plan, I have not ignored the opposition's contention that the applicants have failed to demonstrate any need for this facility and the application should therefore be denied under Objective 42, Policy C. I disagree. I think it is important to note that the applicant in this case, Community Wireless Structures – or CWS – is not a wireless communications carrier. It sites, permits, builds, and then leases space to the carriers, such as Verizon Wireless, Sprint, T-Mobile, and AT&T, on what are essentially privately owned telecommunications towers. In turn, CWS pays rent for its towers to the land owner, in this case Andrew Chapel United Methodist Church. Thus, CWS is dependent on pursuing sites that the carriers, its potential lessees, deem are necessary for them to provide adequate wireless coverage in a target area, as well as to meet their current and projected need for additional capacity and usage in the same area. In this case, if the application is approved and the tower built, Verizon Wireless has provided CWS with a letter of intent to install its antennas at a height of 115 feet. T-Mobile has provided CWS with a letter of interest to install its antennas at a height of 105 feet. And Sprint has provided CWS with a letter of interest to install its antennas at a height of 95 feet. Therefore, I believe it is fair to conclude that three of the major wireless service carriers see a need to provide better coverage and increase the capacity in the area that would be served by this proposed telecommunications facility. The applicant has submitted coverage maps based on propagation models regularly developed and used by the carriers to determine where additional or improved service is needed that indicate that the proposed tower will help meet that need. In this – in his October 7, 2014 letter and discussion at the October 30th public hearing, Verizon Wireless' independent engineer explained the basis for the approach used by the carriers for determining need, as well as why the industry approach is appropriate for such a determination, particularly as compared with other data submitted for the record. In addition, the Planning Commission has received a number of communications from other residents of the area and church members indicating that at times and in certain areas around the church and Shouse Village, the current wireless service is inadequate. Based on this data and information, I think it is reasonable to assume there is a need for additional and improved service in the target area and that the proposed church bell tower would help meet that need. Finally, the application is required to, and does satisfy, the 17 applicable Special Exception standards. These include being in harmony with the Comprehensive Plan and purpose and intent of the zoning district – and not adversely affecting the use or development of adjacent properties, in accordance with the zoning district and Comprehensive Plan. With the design of the bell tower, the location near Route 7 – which maximizes the distance from surrounding properties – and the existing and proposed landscaping, and as fully outlined in the staff report, I believe the standards are met. Therefore, Mr. Chairman, my first motion – I MOVE THAT THE

PLANNING COMMISSION FIND THAT THE FACILITY PROPOSED UNDER 2232-D13-9 SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AND THEREFORE IS SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE COMPREHENSIVE PLAN.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of the motion? All those in favor of the motion to approve 2232-D13-9, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder: Do we need to ask the representative of the applicant to-

Chairman Murphy: On the Special Exception, yes.

Commissioner Ulfelder: -on the – we'll do that after we move on the motion?

Chairman Murphy: I would do it now before we make the motion.

Commissioner Ulfelder: Yes. Is there the-

Chairman Murphy: Mr. Donohue.

Commissioner Ulfelder: Mr. Donohue, yes.

Ed Donohue, Applicants Agent, Donohue & Stearns, PLC: Mr. Chairman – Ed Donohue, on behalf of the applicant – yes sir.

Commissioner Ulfelder: Does the applicant fully accept the proposed development conditions to the Special Exception that are dated, I believe, October 14th?

Mr. Donohue: Yes sir, we do.

Commissioner Ulfelder: Okay, thank you.

Mr. Donohue: Thank you.

Commissioner Ulfelder: Therefore, Mr. Chairman I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2013-DR-019, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED OCTOBER 14, 2014, CONTAINED IN APPENDIX 1 TO THE STAFF REPORT AND THE MODIFICATION OF SECTION 13-303 AND 13-304 OF THE ZONING ORDINANCE FOR

TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS TO PERMIT THE LANDSCAPING AND BARRIERS, AS SHOWN ON THE SPECIAL EXCEPTION PLAT.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2013-DR-019, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Point of clarification. I do support the motion. I did not – I was not present that night – the night of the public hearing. But I did look at the TV.

Chairman Murphy: Okay, thank you very much.

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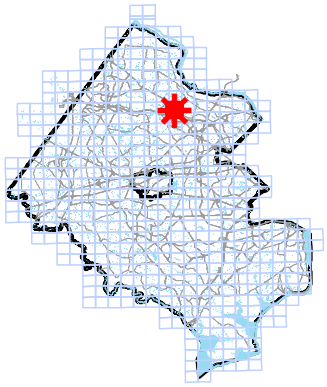
(Each motion carried by a vote of 12-0.)

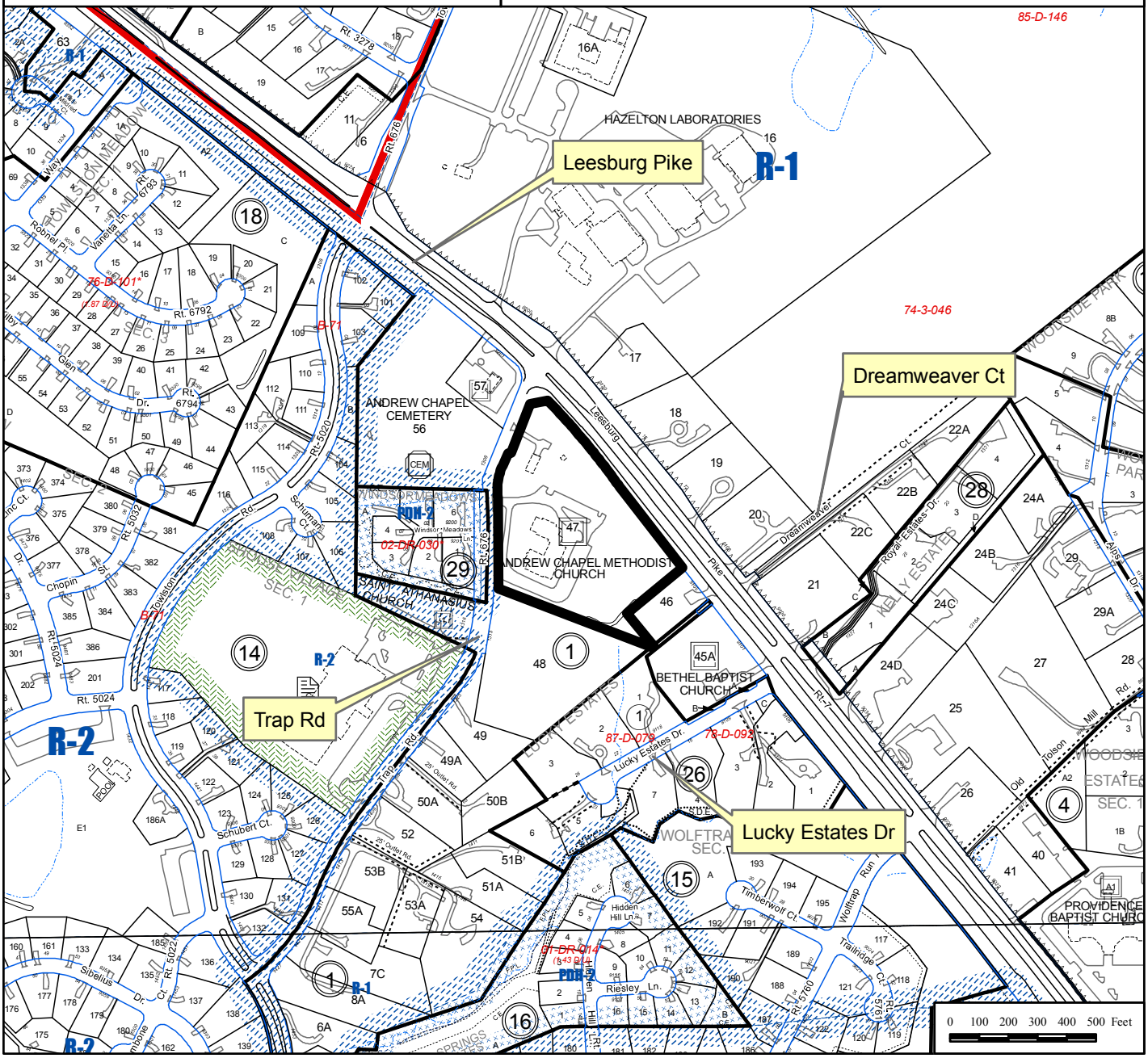
JLC

Special Exception

SE 2013-DR-019



Applicant:	CWS VII, LLC & THE TRUSTEES OF ANDREW CHAPEL UNITED METHODIST CHURCH
Accepted:	02/27/2014- AMENDED 11/26/2013
Proposed:	CHURCH WITH NURSERY SCHOOL AND TELECOMMUNICATIONS FACILITY
Area:	7.0127 AC OF LAND; DISTRICT - DRANESVILLE
Zoning Dist Sect:	03-010403-0104
Art 9 Group and Use:	1-08 3-15
Located:	1301 TRAP ROAD, VIENNA, VA 22182
Zoning:	R- 1
Plan Area:	2,
Overlay Dist:	
Map Ref Num:	019-4- /01/ /0047



Board Agenda Item
December 2, 2014

11:00 a.m.

Matters Presented by Board Members

Board Agenda Item
December 2, 2014

11:50 a.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. *Equity Trustees, L.L.C., Substitute Trustee v. Board of Supervisors of Fairfax County, Fairfax County Redevelopment and Housing Authority, and Lisa N. Grande*, Case No. CL-2014-0008568 (Fx. Co. Cir. Ct.) (Sully District)

   Samuel I. White, P.C., Substitute Trustee v. Fairfax County Redevelopment and Housing Authority, Board of Supervisors of Fairfax County, Tiwanna Saunders, Westbrook Court Condominium Unit Owners Association, CACH LLC, and Fairfax Oral and Maxillofacial Surgery, P.C., Case No. CL-2014-0007210 (Fx. Co. Cir. Ct. (Braddock District)

   Equity Trustees, L.L.C., Substitute Trustee v. Fairfax County Redevelopment and Housing Authority, Board of Supervisors of Fairfax County, Rida Saadiq, Sayyida Rahim-Saadiq, and Great Falls Crossing Community Association, Inc., Case No. CL-2014-0010803 (Fx. Co. Cir. Ct.) (Hunter Mill District)

2. *Walgreen Co. v. County of Fairfax, Virginia*, Case No. 2013-0019234 (Fx. Co. Cir. Ct.) (Mt. Vernon)

3. *Angela Pledger v. Fairfax County*, Case No. 14-1590 (U.S. Ct. of App. for the Fourth Cir.)

4. *Dora E. Caudle v. Christopher D. Colandene, David P. Bobzien, the Fairfax County Retirement Administration Agency, and Does 1 through 20*, Case No. 5:14cv00031 (W.D. Va.)

5. *In Re: November 20, 2013, Decision Of The Fairfax County Board of Zoning Appeals In BZA Appeal No. A-2013-SU-024*, Case No. CL-2013-0018953 (Fx. Co. Cir. Ct.) (Sully District)

6. *Marco Mendoza v. State Building Code Technical Review Board and Audrey Clark, Building Official for Fairfax County, Virginia*, Case No. CL-2009-0008980 (Fx. Co. Cir. Ct.) (Hunter Mill District)

7. *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. Edward Caine and Susan Power*, Case No. CL-2013-0008131 (Fx. Co. Cir. Ct.) (Dranesville District)

8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. George Daamash*, Case No. CL-2011-0000818 (Fx. Co. Cir. Ct.) (Mount Vernon District)

9. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Helen M. Parker-Smith*, Case No. CL-2014-0001775 (Fx. Co. Cir. Ct.) (Providence District)

10. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Steven C. Bryant*, Case No. CL-2009-0005546 (Fx. Co. Cir. Ct.) (Sully District)

11. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert E. Stroup*, Case No. CL-2012-0000352 (Fx. Co. Cir. Ct.) (Providence District)

12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sergio Andrade*, Case No. CL-2008-0016277 (Fx. Co. Cir. Ct.) (Sully District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Donald O. Bussard, Jr.*, Case No. CL-2009-0006891 (Fx. Co. Cir. Ct.) (Mount Vernon District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Randal S. Cordes*, Case No. CL-2013-0000441 (Fx. Co. Cir. Ct.) (Dranesville District)

15. *Board of Supervisors of Fairfax County, Virginia v. Zafar Ansari and Erum Nazli*, Case No. CL-2014-0004394 (Fx. Co. Cir. Ct.) (Lee District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Luis J. Palacios and Cristina Palacios*, Case No. CL-2014-0012055 (Fx. Co. Cir. Ct.) (Mason District)

17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Russell M. Jaffe*, Case No. CL-2014-0014124 (Fx. Co. Cir. Ct.) (Hunter Mill District)

18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert E. Willkie*, Case No. CL-2014-0014330 (Fx. Co. Cir. Ct.) (Providence District)

19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ana Caballero*, Case No. CL-2014-0014446 (Fx. Co. Cir. Ct.) (Providence District)

20. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Nazari Living Trust, Majid Nazari, Trustee, or his Successors in Trust Under the Nazari Living Trust*, Case Nos. GV14-007894, GV14-007895, and GV14-007988 (Fx. Co. Gen. Dist. Ct.) (Mason District)

21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ming Yang, Xin Yu, and Fan Yang*, Case No. GV14-012591 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. JPMorgan Chase Bank, N.A.*, Case No. GV14-021529 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

23. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. JPMorgan Chase Bank, N.A.*, Case No. GV14-021528 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

24. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Juan Onofre Augusto D. Alvarez, II, and Anita Sanchez-Alvarez*, Case No. GV14-012492 (Fx. Co. Gen. Dist. Ct.) (Lee District)

25. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Margaret Gardner*, Case No. GV14-0021794 (Fx. Co. Gen. Dist. Ct.) (Providence District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Michael Collins*, Case No. GV14-021793 (Fx. Co. Gen. Dist. Ct.) (Mason District)

27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Won Pae Kim and Chung Sook Kim*, Case No. GV14-021707 (Fx. Co. Gen. Dist. Ct.) (Lee District)

28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Charles R. Cunningham and Patsy A. Cunningham, Trustees, Cunningham Family Trust*, Case No. GV14-021796 (Fx. Co. Gen. Dist. Ct.) (Lee District)

29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John D. Williamson and Tracy A. Williamson*, Case No. GV14-021795 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kia Younger*, Case No. GV14-022052 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert J. Sherman*, Case No. GV14-023282 (Fx. Co. Gen. Dist. Ct.) (Lee District)

32. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Mary Ann Kenny and Jonathan Kenny*, Case No. GV14-023679 (Fx. Co. Gen. Dist. Ct.) (Providence District)

33. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robinson Socrates Nunn and Glanetta Miller*, Case No. GV14-023870 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

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Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on SE 2014-PR-022 (Eskridge II, LLC) to Permit a Drive-In Financial Institution and Waiver of Minimum Lot Width Requirement in a Highway Corridor Overlay District, Located on Approximately 41,886 Square Feet of Land Zoned I-5 and HC (Providence District)

This property is located in 8301 Lee Highway, Fairfax, 22031. Tax Map 49-3 ((1)) 97 pt.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 20, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2014-PR-022, subject to the Development Conditions now dated November 19, 2014; and

- Approval of a waiver of the loading space requirement.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4469096.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William O'Donnell, Planner, DPZ

SE 2014-PR-022 – ESKRIDGE II, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Mr. Lawrence, please.

Commissioner Lawrence: Mr. Teets, would you please return to the podium. I have one more question to ask you.

Steven Teets, Applicants Agent, Edens Limited Partnership: Yes sir.

Commissioner Lawrence: Does the applicant agree to the development conditions now dated November 19th, 2014, for the-

Mr. Teets: Yes sir, for the additional – to allow that change to the interparcel access – absolutely.

Commissioner Lawrence: And all the others as well.

Mr. Teets: And all the other conditions, yes sir.

Chairman Murphy: Smart move.

Commissioner Lawrence: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-PR-022, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED NOVEMBER 19TH, 2014.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-PR-022, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: One more. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A WAIVER OF THE LOADING SPACE REQUIREMENT.

Commissioner Hall: Second.

Chairman Murphy: Seconded by Ms. Hall. Is there a discussion of that motion? All those in favor, say aye.
Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

Commissioner Lawrence: Thank you very much, Mr. Chairman. Thank you to staff. Thank you to the applicant. It's been a long road.

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(Each motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on RZ 2014-BR-009 (NCL XI, LLC) to Rezone from R-1 to PDH-3 to Permit Residential Development with an Overall Density of 2.1 du/ac and Approval of the Conceptual Development Plans, Located on Approximately 8.08 Acres of Land (Braddock District)

This property is located on the N.W. Quadrant of the Intersection of Zion Drive, and Guinea Road. Tax Map 77-2 ((1)) 14.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 6, 2014, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-BR-009, subject to the execution of the proffers consistent with those dated October 31, 2014;
- Approval of a waiver of the 600-foot maximum length for a private street;
- Approval of a modification of the minor paved trail requirement in favor of the proposed network on the CDP/FDP; and
- Direct the Director of the Department of Public Works and Environmental Services to permit a deviation from the tree preservation target percentage in favor of the proposed landscaping shown on the FDP/CDP, as proffered.

In a related action, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to approve FDP 2014-BR-009, subject to the Board's approval of the concurrent rezoning application.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468026.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William ODonnell, Planner, DPZ

Planning Commission Meeting Attachment 1
November 6, 2014
Verbatim Excerpt

RZ/FDP 2014-BR-009 – NCL XI, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Ms. Hurley.

Commissioner Hurley: Thank you Mr. Chairman. This case is an example of how the system can work, even when at first the challenges seem insurmountable. I must compliment first the current owners of the land whose family built the existing 1880s farmhouse. For decades, the family has provided a home for the historic Burke Post Office that the applicant is offering to move a second time to a new location. The farmland surrounding the house was developed decades ago and the neighbors of the – these few remaining acres include not only townhouses and houses, but also a Target store, an electrical substation, even a VRE station. I must next compliment the applicant on their willingness to work through all the community concerns. I am aware of ongoing discussions with the neighbors to the north regarding potential additional consolidation including, at a minimum, membership in a joint HOA. In a win for everyone, the applicant has agreed to enlarge its planned stormwater capacity to assist these neighbors to the north so that they can develop their property at some future date. In return, future Burke Junction residents of this property will access their property with a single access onto Zion Road that will align with Hilliard Lake Road, as stated in the Comprehensive Plan, and thus both meeting VDOT standards and promoting safer traffic for everyone who uses Zion. The applicant has worked very hard to address all staff and community concerns. The proposed development is at the low end of the density range allowed. In the last proffer change – the very last one – the pedestrian crossing was mentioned that their motion to install had been modified so that it will not flash all night long. Could be annoying. I have already mentioned the $10,000 that the applicant has committed to moving the historic Burke Post Office a second time to a new location. In addition, the applicant will not only have the 125-year-old farmhouse documented prior to destruction, but also for a month prior to destruction, will grant access to representatives of the Burke Historic District to remove any and all desired fixtures from the house as well as vegetation from the grounds. The Braddock Land Use Committee approved this application unanimously. Their intensive involvement in the project has been especially noteworthy and I particularly commend the subcommittee members Terri Wambaugh, Jeanne Kadet, and Jill Hilliard. Their subcommittee report is so extensive, so well-researched, and so well-prepared that many localities across the nation might use this an example for staff reports. Last, and certainly not least, I commend the Fairfax County staff members who have scrutinized and reworked the eventual development of this parcel for years. Coordinated by Billy O'Donnell, we now have a package that, as I stated at the beginning, is an example of how the system can work, even when at first the challenges seemed insurmountable. With that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF RZ 2014-BR-009, SUBJECT TO THE EXECUTION OF THE PROFFERS CONSISTENT WITH THOSE DATED 31 OCTOBER, 2014.

Commissioners Hedetniemi and Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio and Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-BR-009, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: Second, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2014-BR-009, SUBJECT TO THE BOARD'S APPROVAL OF THE CONCURRENT REZONING APPLICATION.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to approve FDP 2014-BR-009, subject to the Board's approval of the rezoning, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A WAIVER OF THE 600-FOOT MAXIMUM LENGTH FOR A PRIVATE STREET.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE MINOR PAVED TRAIL REQUIREMENT IN FAVOR OF THE PROPOSED NETWORK ON THE CDP/FDP.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Hurley: and finally I –

Chairman Murphy: Motion carries.

Commissioner Hurley: And finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO PERMIT A DEVIATION FROM THE TREE PRESERVATION TARGET PERCENTAGE IN FAVOR OF THE PROPOSED LANDSCAPING SHOWN ON THE FDP/CDP, AS PROFFERED.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 10-0. Commissioners Hart and Lawrence were absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on SE 2014-MV-017 (Verizon Virginia LLC) to Permit a Telecommunications Facility, Located on Approximately 1.33 Acres of Land Zoned R-3 (Mount Vernon District)

This property is located at 2806 Popkins Lane, Alexandria, 22306. Tax Map 93-1 ((1)) 7pt.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, October 29, 2014, the Planning Commission voted 9-0 (Commissioners Lawrence, Litzenberger, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2014-MV-017, subject to the Development Conditions dated September 9, 2014, with the addition of Condition 10 to read:

  "If Fairfax County has not received or approved a subdivision plan for the redevelopment of the 4.2 acre residue parcel of Verizon's within 30 months of the date of this SE approval, the applicant agrees to:
  1) Escrow with Fairfax County the sum of $5,000 to be used after 30 months for the immediate mitigation by the applicant of off-site water management runoff onto East Lee Avenue; and
  2) Install fencing at the ends of the East Lee Avenue and Preston Avenue."

- Approve a modification of the transitional screening to permit the landscaping as shown on the Special Exception plat;

- Approve a waiver of the barrier requirement along the southern property line; and

- Direct the Director of the Department of Public Works and Environmental Services to permit a deviation from the tree preservation target, pursuant to the Public Facilities Manual.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4464234.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Carmen Bishop, Planner, DPZ

SE 2014-MV-017 – VERIZON VIRGINIA, LLC

Decision Only During Commission Matters
(Public Hearing held on October 1, 2014)

Commissioner Flanagan: And the second thing – of course, the decision on Verizon. I have – if you remember, this has been deferred three times because there were three outstanding issues. And every time I deferred it, we got one more done. And finally, we've gotten all of them taken care of. So, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERIVOSRS APPROVAL OF SE 2014-MV-017, SUBJECT TO THE CONDITIONS DATED SEPTEMBER 9, 2014, WITH THE ADDITIONAL OF A CONDITION 10 TO READ:

- "IF FAIRFAX COUNTY HAS NOT RECEIVE OR APPROVED A SUBDIVISION PLAN FOR THE REDEVELOPMENT OF THE 4.2 ACRE RESIDUE PARCEL OF VERIZON'S WITHIN 30 MONTHS OF THE DATE OF THIS SE APPROVAL, THE APPLICANT AGREES TO: ONE, ESCROW WITH FAIRFAX COUNTY THE SUM OF $5,000 TO BE USED AFTER 30 MONTHS FOR THE IMMEDIATE MITIGATION BY THE APPLICANT OF OFF-SITE WATER MANAGEMENT RUNOFF ONTO EAST LEE AVENUE; AND TWO, INSTALL FENCING AT THE ENDS OF THE EAST LEE AVENUE AND PRESTON AVENUE."

Chairman Murphy: Okay. Would a representative for the applicant please come forward – identify yourself for the record?

Commissioner Flanagan: I need a second to my motion, I think.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Please come forward. Mr. Flanagan.

Commissioner Flanagan: Do you – you've taken a look at this Condition Number 10 and you're entirely familiar with that?

Sheri Akins, Agents Applicant, McGuireWoods, LLP: Good evening. Sheri Akins with McGuireWoods, on behalf of the applicant – we have looked at the condition and my client agrees with the motion.

Chairman Murphy: Do you agree with all the conditions?

Ms. Akins: Yes.

Chairman Murphy: Okay. Thank you very much. All right, all those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-MV-017, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Flanagan: Okay. And I have one last motion, Mr. Chairman.

Chairman Murphy: Go ahead.

Commissioner Flanagan: And I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS:

- ONE, APPROVE A MODIFICATION OF THE TRANSITIONAL SCREENING TO PERMIT THE LANDSCAPING AS SHOWN ON THE SPECIAL EXCEPTION PLAT;

- AND TWO, APPROVE A WAIVER OF THE BARRIER REQUIREMENT ALONG THE SOUTHERN PROPERTY LINE; AND

- THREE, DIRECT THE DIRECTOR OF DPWES TO PERMIT A DEVIATION FROM THE TREE PRESERVATION TARGET, PURSUANT TO THE PUBLIC FACILITIES MANUAL.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 9-0. Commissioners Lawrence, Litzenberger, and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on SE 2014-SU-016 (Mai-Huong Thi Nguyen / Helen Home Daycare L.L.C.) to Permit a Home Child Care Facility, Located on Approximately 13,860 Square Feet of Land Zoned PDH-2 and WS (Sully District)

This property is located at 13506 Ridge Rock Dr., Chantilly, 20151. Tax Map 44-4 ((2)) 193.

Board of Supervisors deferred this public hearing on November 18, 2014 to December 2, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 20, 2014, the Planning Commission voted 9-0-2 (Commissioners de la Fe and Sargeant abstained and Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-SU-016, subject to the Development Conditions consistent with those dated November 17, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467326.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mike Lynskey, Planner, DPZ

SE 2014-SU-016 – MAI-HUONG THI NGUYEN/HELEN HOME DAYCARE, LLC

Decision Only During Commission Matters
(Public Hearing held on November 13, 2014)

Commissioner Litzenberger: Thank you, Mr. Chairman. I would like staff to please give me an update on the Helen Home Daycare that was deferred till tonight.

Michael Lynskey, Zoning Evaluation Division, Department of Planning and Zoning: Thank you. I'm Michael Lynskey from the Department of Planning and Zoning. And this case had public hearing last week for a home daycare in the Chantilly area and there was some question as to whether the rear deck was permitted and I was able to locate a valid permit for that deck from 1987. And it seems to have been correctly inspected at the time so I believe that all of the – all the Zoning Ordinance requirements are in order and we still support that application. And also there is some – couple of just really minor condition changes. Those are pretty much to bring these conditions in line with all the other cases we're doing right now. We're trying to standardize some of the development conditions so we revised the wording of a couple of those. And they're now dated November 17th and those were distributed to you all via email a couple of days ago and also tonight to make sure you have those. And the applicant confirmed last week that he agreed with those development conditions and has sent me an email that he agrees with the changes to the new conditions. So I didn't ask him to come here tonight, but he – via email – he has affirmed his agreement with those conditions and I have given that to the clerk so we can get that in the record.

Commissioner Litzenberger: Thank you, Mr. Lynskey. I'm ready to move, Mr. Chairman. I MOVE THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE SE 2014-SU-016, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED NOVEMBER 17TH, 2014.

Commissioners Flanagan and Hart: Second.

Chairman Murphy: Seconded by Mr. Flanagan and Mr. Hart. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-SU-016, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Abstain.

Commissioner Sargeant: Mr. Chairman – abstain. Not present.

Chairman Murphy: Same abstentions as in the last application.

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(The motion carried by a vote of 9-0-2. Commissioners de la Fe and Sargeant abstained. Commissioner Migliaccio was absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on SE 2014-SU-044 (Gita D. Kumar / Peek A Boo Child Care Inc.) to Permit a Home Child Care Facility, Located on Approximately 4,334 Square Feet of Land Zoned PDH-8, HC and WS (Sully District)

This property located at 5642 Powers Lane, Centreville, 20120. Tax Map 54-4 ((26)) 201.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-SU-044 subject to the Development Conditions dated November 13, 2014 with the addition of a condition that states, "All pickup and drop-off of children shall take place in the driveway."

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468650.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William O'Donnell, Planner, DPZ

SE 2014-SU-044 – GITA D. KUMAR/PEEK-A-BOO CHILD CARE, INC.

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. She already agreed to the development conditions, so I'm not going to have to call her back.

Chairman Murphy: Okay. How are you going to do the two that we added? Are you going to –

William O'Donnell, Zoning Evaluation Division, Department of Planning and Zoning: Commissioner Murphy, there's a couple options. He - Commissioner Litzenberger can add the development condition about the drop-off and pickup today and then what I would suggest is to leave the - Development Condition Number 12 about the state and allow us to fix or wordsmith it before it gets to the Board. So what I would say is do a motion to approve, add the development condition for pickup and drop-off in the driveway, and then we'll work on the other condition.

Commissioner Litzenberger: Okay. When's the Board date on this, through December?

Mr. O'Donnell: December 2nd.

Commissioner Litzenberger: Okay, thank you. I'm ready, Mr. Chairman.

Chairman Murphy: Okay.

Commissioner Litzenberger: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-SU-044, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED TODAY, NOVEMBER 13TH, 2014, WITH THE ADDITION OF A CONDITION THAT SAYS, "ALL PICKUP AND DROP-OFF OF CHILDREN SHALL TAKE PLACE IN THE DRIVEWAY."

Chairman Murphy: Do we have an additional on the - twelve. Do you want to state something there, Mr. O'Donnell?

Mr. O'Donnell: What I've said on the record should cover it, but what he's doing is, he's RECOMMENDING APPROVAL OF THE CONDITIONS THAT WERE HANDED OUT THAT HAS THE STATE REFERENCE, BUT WE'RE GOING TO FIX IT BEFORE IT GETS TO THE BOARD.

Chairman Murphy: Okay, is there a second to the motion? Ms. Hall –

Commissioner Hall: Second.

Chairman Murphy: – seconds it. Discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-SU-044, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on RZ 2014-MA-003 (Markham Place LLC) to Rezone From PDC,CRD, HC and SC to PRM, CRD, HC, and SC to Permit Mixed Use Development, Waivers and Modifications in a CRD With an Overall Floor Area Ratio of 2.42, and a Waiver #4604-WPFM-002-1 to Allow Underground Storm Water Detention Facility in Residential Development, Located on Approximately 3.44 Acres of Land (Mason District)

This property is located on the east side of Markham Street, approximately 263 feet north of its intersection with Little River Turnpike. Tax Map 71-1 ((20)) 2.

Board of Supervisors deferred this public hearing on November 18, 2014 to December 2, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, October 30, 2014, the Planning Commission voted 10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approve RZ 2014-MA-003, subject to the execution of proffers consistent with those dated October 10, 2014;
- Modification of Section 2-506, Paragraph 2, to allow an architectural projection to exceed maximum height limits, as depicted on the CDP/FDP;
- Modification of the minimum loading space requirements to allow two indoor loading docks in place of the five spaces required;
- Modification of Section 17-201, Paragraph 4, to accept the proposed roadway dedications and improvements, as shown on the CDP/FDP, as satisfying all immediate roadway dedication and construction requirements at site plan stage;
- Approve waiver of Section 17-201, Paragraph 3a service drive requirement along Little River Turnpike;
- Modification of Section 17-201, Paragraph 7, to not require installation of “no parking” signs in the area designated as interim street parking on the CDP/FDP;
- Approve waiver #4606-WPFM-002-1 of Section 6-303.8 of the Public Facilities Manual (PFM) to allow an on-site, underground stormwater detention facility in a residential development, subject to the conditions contained in Appendix 16, dated April 8, 2014;

- Modify Section 11-102, Paragraph 12 and direct the Director of DPWES to modify PFM Section 7-0802, Paragraph 2, to allow for the projection, of no more than four percent of the stall area, of structural columns into parking stalls in the parking structure, and to allow those parking spaces to count towards the number of parking spaces required;

- Direct the Director of DPWES to modify PFM Section 7-0405, Paragraph 6, to allow a minimum distance of less than 25 feet between entrances, as indicated on the CDP/FDP;

- Direct the Director of DPWES to modify Tree Preservation Target, per PFM Section 12-0508, Paragraph 3a(3), in lieu of proposed vegetation shown on the CDP/FDP; and

- Direct the Director of DPWES to modify PFM Section 12-0601.1B to permit the reduction of the minimum planter opening area for trees used to satisfy the tree cover requirement, in favor of that shown on the CDP/FDP and/or as proffered.

In a related action, the Planning Commission voted10-0 (Commissioners Flanagan and Lawrence were absent from the meeting) to approve FDP 2014-MA-003, conditioned upon the Board of Supervisors' approval of the RZ 2014-MA-003.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467423.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mike Lynskey, Planner, DPZ

Planning Commission Meeting Attachment 1
October 30, 2014
Verbatim Excerpt

RZ/FDP 2014-MA-003 – MARKHAM PLACE, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Ms. Hall.

Commissioner Hall: Thank you, Mr. Chairman. This has been a long time coming. I know that the people in the Annandale revitalization group has been working diligently and I know they would love all come sing their praises, but as I explained to them, I really want to get home before the sun rises and they've agreed to just let me move on the motion. So I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE REZONING 2014-MA-003, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 10, 2014.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-MA-003, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE REQUESTED WAIVERS AND MODIFICATIONS ASSOCIATED WITH THE REZONING 2014-MA-003, DATED OCTOBER 30TH, 2014, WHICH WERE DISTRIBUTED TO YOU TODAY AND SHALL BE INCLUDED IN THE RECORD OF THIS CASE.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: And finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF the final development plan 2014-MA-

Chairman Murphy: – approve final development –

Commissioner Hall: – approve – APPROVE THE FINAL DEVELOPMENT PLAN 2014-MA-003, CONDITIONED UPON THE BOARD OF SUPERVISORS' APPROVAL OF THE REZONING 2014-MA-003.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of that motion? All those –

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Hart: – and the development conditions for the FDP.

Chairman Murphy: Right.

Commissioner Hall: – and the development conditions for the FDP.

Chairman Murphy: All those in favor of the motion to approve FDP 2014-MA-003 –

William O'Donnell, Zoning Administration, Department of Planning and Zoning: Commissioner Murphy, before you go onto that supplemental, there aren't any conditions for the FDP. It's purely conditioned on the fact that the rezoning would be approved.

Chairman Murphy: Okay, all those in –

Commissioner Hall: Are you okay, now?

Chairman Murphy: All those in favor of the motion to approve FDP 2014-MA-003, subject to the Board's approval of the rezoning and the Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(Each motion carried by a vote of 10-0. Commissioners Flanagan and Lawrence were absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:00 p.m.

Public Hearing on PCA 88-S-022 (Union Mill Associates Limited Partnership) to Amend the Proffers for RZ 88-S-022 Previously Approved for Community Retail to Permit Modification of Proffers with an Overall Floor Area Ratio of .17 on Approximately 16.37 Acres of Land Zoned C-6 and WS (Sully District)

This property is located in the North West Quadrant of the Intersection of Union Mill Road and Braddock Road. Tax Map 55-3 ((1)) 47A, 47B, 47C, 47F; 66-1 ((1)) 16D, 16E, and 16G.

Board of Supervisors deferred this public hearing on November 18, 2014 to December 2, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend to the Board of Supervisors approval of PCA 88-S-022, subject to the proffers consistent with those dated October 23, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468257.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Sharon Williams, Planner, DPZ

PCA 88-S-022 – UNION MILL ASSOCIATES LIMITED PARTNERSHIP (Sully District)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. I think I have to call the applicant up one more time to reaffirm they accept the development conditions. Is that correct?

Chairman Murphy: There are no development - - they're all proffers.

Commissioner Litzenberger: Okay, they're all proffers. Well, I'm pleased to be able to take over from the previous Planning Commissioner that approved this so many years ago. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA 88-S-022, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 23RD, 2014.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 88-S-022, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:30 p.m.

Public Hearing on SE 2014-HM-036 (Elaine M. Whitehurst D/B/A Whitehurst Family Daycare) to Permit a Home Child Care Facility, Located on Approximately 2,496 Square Feet of Land Zoned PDH-8 (Hunter Mill District)

This property is located 13174 Diamond Mill Drive, Herndon 20171. Tax Map 16-3 ((7)) 69.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 19, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-HM-036, subject to the Development Conditions dated November 5, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4469097.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mary Ann Tsai, Planner, DPZ

SE 2014-HM-036 – ELAINE M. WHITEHURST d/b/a WHITEHURST FAMILY DAYCARE

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. de la Fe, please.

Commissioner de la Fe: Thank you, Mr. Chairman. This is a relatively simple application and it meets all of the requirements that we have established for SEs, and it has gone to the Hunter Mill Land Use Committee and no one objected. There was no one there to object and, frankly, the question from the Committee was why on earth are we looking at these things? But that, you know –

Chairman Murphy: Who said –

Commissioner de la Fe: Notwithstanding, we said - - I said, well, we are seeing these things because we have to. So, Ms. Whitehurst, could you - - Do you accept and - - the development conditions that are contained in the staff report regarding the –

Elaine Whitehurst, Owner, Whitehurst Family Daycare: Yes, I do.

Commissioner de la Fe: Thank you very much. With that Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-HM-036, SUBJECT TO THE APPROVAL OF THE PROPOSED development – subject - - approval - - and subject to the development - - proposed DEVELOPMENT CONDITIONS CONTAINED IN APPENDIX 1.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 2003-MV - - I'm sorry, SE 2014-HM-036, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:30p.m.

Public Hearing on SE 2014-SP-037 (Aida G. Chavera Aida's Day Care) to Permit a Home Child Care Facility, Located on Approximately 2,525 Square Feet of Land Zoned PDH-3 (Springfield District)

This property is located 6616 Green Ash Court, Springfield, 22152. Tax Map 88-2 ((9)) 63.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 19, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2014-SP-037, subject to the proposed Development Conditions contained in Appendix 1 of the Staff Report, with an additional Development Condition Number 13: "Approval of this use is contingent upon maintenance of a state license of a home child care facility for 12 children."

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4469098.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Megan Duca, Planner, DPZ

SE 2014-SP-037 – AIDA G. CHAVERA (AIDA'S DAY CARE)

After Close of the Public Hearing

Vice Chairman de la Fe: I'll close the public hearing.

Commissioner Murphy: Thank you, Mr. Chairman. This is a solid application. I want to thank the Chavera Family – Mr. Chavera's here – for your cooperation. We had a citizen's meeting. No one showed up to object, including me because I went to the wrong location. I thought the meeting was in the Springfield office and I forgot the voting machines were in there for early voting, and I forgot that the meeting was at the Orange Hunt School, but Marlae Schnare from Supervisor Herrity's Office was present and talked to the Chaveras, passed the word on to me. I've met earlier with them this evening and gone over the application. We're going to add one development condition, which I will ask you to reaffirm when we get to the time that you understand the development conditions and this new development condition which I read to you earlier. It's a solid application. It's in conformance with the Plan. It successfully addresses all the criteria established in the Zoning Ordinance and the need for a daycare center, which in fact will be raised to a maximum of 12 children at any one time. Therefore, Mr. Chairman, I move that the planning – before I read the motion, do you reaffirm the development - - did you understand the development conditions contained in the staff report and the one I'm going to read this evening?

Ms. Chavera, Owner, Aida's Day Care: Yes, I understand everything.

Commissioner Murphy: Okay, thank you very much. So therefore, Mr. Chairman. I MOVE THAT PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2014-SP-037, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS CONTAINED IN APPENDIX 1 OF THE STAFF REPORT, WITH AN ADDITIONAL DEVELOPMENT CONDITION NUMBER 13: "APPROVAL OF THIS USE IS CONTINGENT UPON MAINTENANCE OF A STATE LICENSE OF A HOME CHILD CARE FACILITY FOR 12 CHILDREN."

Commissioner Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Commissioner Litzenberger. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

//

(The motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:30p.m.

Public Hearing on SE 2014-HM-024 (Mary Beth Swicord D/B/A First Marks Art Studio) to Permit a Private School of Special Education With a Maximum Enrollment of 12 Students Per Day, Located on Approximately 17,234 Square Feet of Land Zoned PRC (Hunter Mill District)

This property is located at 1398 Concord Point Lane, Reston, 20194. Tax Map 11-4 ((6)) 12.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, October 9, 2014, the Planning Commission voted 8-0 (Commissioners Flanagan, Migliaccio, Murphy, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2014-HM-024, subject to the Development Conditions dated September 23, 2014; and

- Approval of a waiver of the transitional screening and barrier requirements and a reduction in the parking requirement to permit 8 spaces instead of 10.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4464931.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Carmen Bishop, Planner, DPZ

SE 2014-HM-024 – MARY BETH SWICORD D/B/A FIRST MARKS ART STUDIO

After Close of the Public Hearing

Parliamentarian Hart: I will close the public hearing and recognize Commissioner de la Fe.

Commissioner de la Fe: Thank you very much, Mr. Chairman. And I want to thank everyone that came. And with respect to Mr. Ishee and the Rivers – this came to the Reston Planning and Zoning Committee and this is the first we have heard about this at that – you know – they were not at that committee meeting. The violations were discussed and development conditions were developed to make sure that the concerns that had been raised, both from the violations and the staff, could be met through the development conditions. And I think we have done that. I agree with Commissioner Hedetniemi on the solution that – although it's not a development – the solution that the school has come up with of having five or six cars all wait there and then having to back out at the same time. I'm not sure that that is the wisest thing, but I don't think a development – the development condition says that the discharge and pickup must occur in the driveway. Whether they all have to wait or not, that's something that has been set by policy. And I'm not sure that that is the safest way to do it, but that is not in the development conditions. I would like to ask the applicant's representative whether the development conditions that have been developed – whether you are in agreement with them.

Patrick Via, Applicants Agent, Rees Broome PC: The answer is we preferred to have the method of drop-off as has always occurred, which is just – the folks can pull in if they want, but they're authorized to drop the kids off in front of the driveway. But we have negotiated this and we accept that as written.

Commissioner de la Fe: Okay, the other thing is – and I want to make sure that it's on the record – there appears to be some history here of violations. And I want to impress on the applicant that these development conditions, as have been pointed out, must be lived up to and that any violations could lead to the denial – you know, and the discontinuance of the Special Exception.

Mr. Via: We understand and Ms. Swicord certainly understands. And just for the record, the 1998 violation that was questioned earlier – that had to do with a transfer from Loudoun County. She had five months in order to – to make the change – the location of it. The Fairfax County representative did not realize that she had previously had a business in Loudoun County so that one happened in 98. Since 98, nothing occurred until 2013. But again, she's aware of it. She will abide by these conditions. We've talked a lot about them and how important it is. And I guarantee that she is going to work hard to make sure they're abided by.

Commissioner de la Fe: Thank you. And once again, Mr. Chairman, I request that the applicant confirm for the record their agreement to the proposed development conditions dated September 23rd, 2014.

Mr. Via: We agree.

Commissioner de la Fe: Okay. Thank you very much. Mr. Chairman, this application came to the Reston Planning and Zoning and they approved it almost unanimously. The one vote against it is because the individual always votes against home occupations and doesn't believe that residences should be used for business. And that – but you know – otherwise, everyone agreed that this application should be approved and I agree. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2014-HM-024, SUBJECT TO CONDITIONS DATED SEPTEMBER 23RD, 2014.

Commissioner Lawrence: Second.

Parliamentarian Hart: Seconded by Commissioner Lawrence. Is there any discussion? Seeing none, we'll move to a vote. All in favor of the motion, as articulated by Commissioner de la Fe, please say aye.

Commissioners: Aye.

Parliamentarian Hart: Those opposed? The Chair votes aye, the motion carries.

Commissioner de la Fe: And, Mr. Chairman, I move – FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A WAIVER OF THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS AND A REDUCTION IN THE PARKING REQUIREMENT TO PERMIT 8 SPACES INSTEAD OF 10.

Commissioner Lawrence: Second.

Parliamentarian Hart: Seconded by Commissioner Lawrence. Is there any discussion? Seeing none, we'll move to a vote. All in favor, please say aye.

Commissioners: Aye.

Parliamentarian Hart: Those opposed? The Chair votes aye, the motion carries.

Commissioner de la Fe: Thank you very much to everyone.

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(Each motion carried by a vote of 8-0. Commissioners Flanagan, Migliaccio, Murphy, and Sargeant were absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

3:30p.m.

Public Hearing on SE 2014-SU-010 (CSH Artisan Fairfax, LLC) to Permit a Medical Care Facility (Assisted Living), Located on Approximately 6.49 Acres of Land Zoned R-1, WS, and HC (Sully District)

This property is located at 13622 Lee Jackson Memorial Highway, Chantilly, 20151. Tax Map 34-4 ((1)) 60.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, October 22, 2014, the Planning Commission voted 10-0-1 (Commissioner Sargeant abstained from the vote and Commissioner de la Fe was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2014-SU-010, subject to the Development Conditions now dated October 21, 2014;
- Approval of a modification of the Additional Standard for Medical Care Facilities, Section 9-308.5, requiring a 100-foot setback from adjacent residential properties zoned to the R-1 District, in favor of the 30-foot setback shown on the SE plat.
- Approval of a modification of the transitional screening and barrier requirements along the north, northwest, and east boundaries in favor of the landscaping shown on the SE plat;
- Approval of a waiver of the service drive requirement along Route 50, Lee Jackson Memorial Highway; and
- Approval of a modification of the major paved trail requirement along the north side of Route 50, Lee Jackson Memorial Highway, in favor of the trail shown on the SE plat.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4463170.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William O'Donnell, Planner, DPZ

Planning Commission Meeting Attachment 1
October 22, 2014
Verbatim Excerpt

SE 2014-SU-010 – CSH ARTISAN FAIRFAX, LLC

Decision Only During Commission Matters
(Public Hearing held on September 18, 2014)

Commissioner Litzenberger: I have a decision only tonight, Mr. Chairman. It has to do with the Artisan Elderly facility proposed in Chantilly. I'd like for Ms. Abrahamson to give us an update on the research on this on this.

Kris Abrahamson, Zoning Evaluation Division, Department of Planning and Zoning: How much of an update do you want? I can go through – we've – I'll give you the short version and if you want me to expand, I can give you more. The concerns of the Commission, primarily, were with the status of the service station, which is on the same service drive as the proposed use. We have been out to the site. The service station is indeed in violation as we – I think, Billy – had mentioned to you before. We have at this point elected not to file a notice of violation with him because they have hired an attorney who has requested a pre-application meeting, which Billy and I are trying to set up with him as we speak, and we anticipate that you will be seeing that Special Exception application shortly. We think that is the better way to proceed at this point. The issue of the service drive will be addressed through that application, which is where it should be addressed because that is the property that currently owns it. This particular property is not dependent on that particular service drive and therefore we are comfortable with where we are on this case at this time.

Commissioner Litzenberger: Ms. Abrahamson, how long will it take to go through that whole process and get the service drive accepted?

Ms. Abrahamson: Let me get out my crystal ball. I mean, we're trying to set up a meeting with them as soon possible, within the next week to two weeks, depending on mutual schedules. I'm reasonably comfortable we can do that. We'll talk to them about what our concerns are. There was a previous Special Exception on this that expired. He never implemented it and it just expired. So we have a pretty good idea of what the issues were, although that's an old SE and – you know, times have changed. We have a pretty good idea where we're going. My guess is we would do as much as we could as staff to expedite it. My second guess would be the supervisor would also be in favor of probably expediting it, but I – that's a guess. In the best case scenario right now, it would be on staff probably about seven months, if they filed immediately, before we would get it to Board. If it's expedited by the Board member, we could probably do a little better than that – maybe five to six, but that's probably about what we would be looking at. If they proceed with it on a, you know, an expeditious basis. I think if they don't proceed with on an expeditious basis, we would issue the notice of violation and take action through the courts, which would take a lot longer than the SE, probably, to resolve.

Commissioner Litzenberger: About how long would that take? Ballpark.

Ms. Abrahamson: By the time it goes through – you know, and again, there's so many things that can happen. Usually what happens is they file an appeal immediately on something and then it goes through an appeal process at the Board of Zoning Appeals. If they do that route, you know, I would say at least a year by the time we've worked through an appeal; and the courts, it could be longer. Depending on the court's calendar, you know, things can take a very long time. Our goal is to not have court cases and generally what we try to do is work with applicants on violation situations to resolve them and we're usually pretty successful in that. We have a very small percentage that we actually have to take to court.

Commissioner Litzenberger: One point that Commissioner Hall made last time was the – the access drives from route 50 to the service road and maybe a necessity of possibly some stop signs or something to that effect. Would that be addressed during that process also?

Ms. Abrahamson: Well, yes.

Commissioner Litzenberger: Okay.

Ms. Abrahamson: If – if it becomes a public service drive in the public system, it will be subject to VDOT and VDOT's warrants. If it remains a private road in the interim, then it would be up to whatever the applicant wants to do because we don't control it as a private. So, you know, most likely what will happen is it will be in the VDOT system because we are – you know, we would seek dedication of that and – you know, that's what was previously conditioned as well. And if, you know, any signage or anything is necessary with that, as long as it meets VDOT warrants – and there are warrants for stop signs and other, you know, notices as well as signals.

Commissioner Litzenberger: So all of that would take place during the process, the SE process.

Ms. Abrahamson: It would – yes, it would, you know – what we would do – we'd look at it, we'd see what we can do. If we think it has any hope of making the warrants or if it's even close, we usually have them do at least a warrant analysis, if it's close. If it's, you know, if there's six of the seven or eight – I think there's eight; I'm not sure anymore – criteria it doesn't meet, then we wouldn't tell them to do a warrant analysis. But if they're really close, we'd have them do that analysis and as a condition of the SE we would ask them to put any kind of materials necessary in place. But right now I can't tell you what that is because I'd have to run the numbers in today's time.

Commissioner Litzenberger: Okay. Will Mr. Adams please come down?

Scott Adams, Esquire, Applicant's Agent, McGuireWoods LLP: Good evening.

Commissioner Litzenberger: Give us your name and –

Mr. Adams: Scott Adams with McGuireWoods. I represent the applicant.

Commissioner Litzenberger: Thank you. I know you've told us this at Supervisor Frey's office, but I don't recall. Once, say, if the Board of Supervisors does in fact support this, which I think your Board dates to December, how long before the facility would be operational?

Mr. Adams: To go through site plan, building permit, construction, occupancy, probably around two years would be my guess.

Commissioner Litzenberger: Okay, thank you.

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Mr. Hart.

Commissioner Hart: Yes, can I ask one question of staff?

Ms. Abrahamson: Sure.

Commissioner Hart: We have other SE uses that have been approved, subject to an applicant demonstrating or obtaining offsite easements. This one doesn't have that and we got new conditions that, I guess, didn't require that either. It seemed to me that the – the application would have been stronger with at least the service drive being available with a public easement, or dedication, or something; and that the current – in the absence of that, the fallback position which, I guess, staff is comfortable with, is basically the U-turns on 50 at the stop lights and dealing with it that way. What I wondered and what Commissioner Litzenberger had – we had discussed a little bit yesterday was, is there any point in putting a condition in requiring this applicant to diligently pursue something? It seemed to me that they – whether there's enforcement or not against the service station is somewhat extraneous and it's nothing, really, this applicant is going to be involved in directly. But is there's something for this applicant to diligently pursue, whether or not the service station follows through on its – on its own application – something to either obtain – the offsite easement or do something with that?

Ms. Abrahamson: And that's a difficult question to answer. I'll do my best. The problem that we have with this application is we have to have a nexus, a determination, with the use that is being requested and the conditions we're proposing. There has been no determination from staff, from VDOT, or the transportation staff looking at the numbers generated by this actual use that would support that type of condition, frankly. You know, it – the trip generation on this use – I've said for, you know – this is, like, the dream use on that property when it comes to trip generation because it's so low and the impacts are – are so minimal. That doesn't mean that it's not going to generate any trips and it doesn't mean that some people – I've used that service drive, ok, illegally. I'm getting – but, you know, I – I understand the attraction. I understand the Commission's concern, but when you look at the numbers, which is what we have to look at, and we have done due diligence, and we have gone back twice to look again and make sure we didn't miss something, there isn't any reason why staff would make that recommendation to you because we couldn't support that nexus here with this use. I don't like U-turns either, but the

level of U-turns that are anticipated to be generated is acceptable in VDOT's system, so the answer is, you know, we could put a condition on here that says that they'll diligently pursue a public access easement on that service road. I don't know how we will enforce it. "Diligently pursue" is one of those phrases that, as – in my job, I hate because I don't know what it means, okay. I don't know how to demonstrate it. I don't know how to make sure it happens, you know. Somebody, you know – Scott's a good guy. He'll go out and he'll try real hard but, you know, some other applicant might just say, "well, you know, I talked to the guy and he said, 'no dice. I'm through.'" Okay, he said, "I diligently pursued it." You know, we've had people file letters. But the bottom line is if he doesn't want to do it, then he should decide to take umbrage with it. I don't know that I could defend it, I don't know that the county attorney would suggest defending it, and I don't know how far we can push it. We can try. I think this applicant would probably be willing to try, but I don't know how far you can push what "diligently pursue" really means when you can't control the property, and when you're putting them in a position where another property owner has them over a barrel, basically – because he owns that property and he can say, "sure, I'll give it to you for $2 million," or whatever – and we can't do anything about that. You know, it's not something – if this had the use that required it, we'd – we'd push harder because we'd have a nexus to push harder. We don't really have it here. And that's kind of, I guess, a long way to say I don't know the answer to your question, really.

Commissioner Hart: Not to prevent the U-turns or not to prevent the cut-throughs to the neighborhood that – that –

Ms. Abrahamson: We think that while there is no way to totally preclude U-turns or totally preclude people from going through the neighborhood, when you look at the trip distribution that we can anticipate, none of us will really know what happens until it's out there, because all we can use are the – the numbers and the models. The trip generation on this is so low and the – the timing on the lights that exist work so that there is actually a break, and if you go out and actually try to get out, you can get out. It's not one of those things where, like, I'm taking my life in my hands and I'm just going to go because I've been sitting here for half an hour. The signals are timed in such a manner that there is a break and even at the busiest times, you can get in and out of here. You couldn't get a stack of 20 cars out of here, but this use doesn't have that kind of generation even when the shifts change. So there's no – there's just no way to say that this is an unacceptable level without that. If they can get agreement to do it – if we can get this – the SE, sure, we'll get it. It will – it needs to be in the system eventually. We're going to do what we can to get the other guy out of trouble but, you know, putting that on this owner as a condition of his pretty low generation use is really not something that we can professionally tell you is a good idea. There isn't a nexus there. I can't tell you no one will ever do it, but I can tell you it's going to be at such a low level that it won't be a problem. And it's really a pain in the butt for people to go through the neighborhood, although somebody may figure it out. You know, it's not a direct cut-through. It's not a direct way to get to that light.

Commissioner Hart: All right. Thank you.

Chairman Murphy: Mr. Lawrence, then Ms. Hall.

Commissioner Lawrence: Thank you, Mr. Chairman. I'll try to be as brief as I can. I had gained the understanding that there was going to be agreement of you putting some signage on the service road that said don't park on this side, and that eased a concern that I had about single-axel trucks with medical supplies and taking people away for dialysis and patients with Alzheimer's may be compromised in other ways. And I thought that would balance it out. Is there any reason to believe that that's not going to happen, given the timeframes that we just heard for these things to develop?

Ms. Abrahamson: If the applicant consents to do some offsite signage on the service drive, as long as that service drive is not in no-man's land in – in – it could happen. Right now, it's kind of in an ambiguous situation. We've got a site where it's in private ownership at the moment – or at least most of it is. There's a little piece that's not. Most of it is in private ownership. We can't put signs legally on Matthews property while it's in private ownership. When they come through, we've already been through this in 1971 – 1971, when they did their Special Exception and even then we said, "you need to dedicate that service drive." It's going to be a request again when it comes to you as a Special Exception. If they elect for some reason not to pursue the Special Exception, we will – we will prosecute them and it will be their choice what they do with that property. They have a viable commercial use on it right now. You know, if they want to continue that viable commercial use, it needs a Special Exception. If they don't, they could abandon it. they could walk away and we would get nothing – we – until someday, something will happen. So I – we're kind of in this – I can't guarantee you the answer to that question. If it's in the public sector, we can pursue it through VDOT as a – you know, as a sign and, you know, if it meets, warrants whatever we want in there, we can do through the public system – it will have to have VDOT approval, so anything would be subject to VDOT. Right now, only a little, tiny piece in the wrong area is subject to VDOT approval because we have a little, tiny piece that's dedicated. Until that happens, it's private, and so even if this applicant would try and take, you know, do the due diligence and – and try and, even if the owner agrees, the guy doesn't have to leave it there. He doesn't have to do what you want. I have no way to force him. The only way I have to force him is by – you know, by the grace of God, he's in violation. So, we can enforce that and get him to come back in and – and redo his application, but I – I can't guarantee if he's going to do that or what's going to come through.

Chairman Murphy: Okay. I just want to remind everyone we are on verbatim because this is a decision only.

Ms. Abrahamson: Okay, the short answer is no.

Chairman Murphy: That's the way to go on verbatim. Okay. Anyone else?

Ms. Abrahamson: There's no good answer.

Chairman Murphy: All right, Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. I want to thank all of the commissioners for their constructive recommendations. The staff worked long and hard along with applicant to try to iron out all of the concerns of the neighbors and they did a really good job. Therefore, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-SU-010, SUBJECT TO THE DEVELOPMENT CONDITIONS DOWN DATED OCTOBER 21ST, 2014.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion?

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Mr. Hart.

Commissioner Hart: Before we vote, can we ask the applicant if they're on board with the new development conditions? I think we're supposed to do that –

Chairman Murphy: Right. I was just going to bring that up. Could you come forward again, please?

Mr. Adams: Good evening again. We are comfortable with the development conditions that were circulated yesterday.

Chairman Murphy: Okay.

Commissioner Litzenberger: My mistake. Let me read it. Mr. Adams, I request the applicant confirm for the record the proposed development conditions now dated 21 October, 2014.

Mr. Adams: We confirm that we are comfortable with those.

Commissioner Litzenberger: Thank you.

Chairman Murphy: All right.

Commissioner Litzenberger: All right. I have three – four more.

Chairman Murphy: Okay, all those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-SU-010, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Mr. Chairman? Abstain; not present for the public hearing.

Chairman Murphy: Mr. Sargeant abstains; not present for the public hearing. Mr. Litzenberger.

Commissioner Litzenberger: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE ADDITIONAL STANDARD FOR MEDICAL CARE FACILITIES, SECTION 9-308.5, REQUIRING A 100-FOOT SETBACK FROM ADJACENT RESIDENTIAL PROPERTIES ZONED TO THE R-1 DISTRICT, IN FAVOR OF THE 30-FOOT SETBACK SHOWN ON THE SE PLAT.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstention.

Commissioner Litzenberger: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS ALONG THE NORTH, NORTHWEST, AND EAST BOUNDARIES IN FAVOR OF THE LANDSCAPING SHOWN ON THE SE PLAT.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstention.

Commissioner Litzenberger: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A WAIVER OF THE SERVICE DRIVE REQUIREMENT ALONG ROUTE 50, LEE JACKSON MEMORIAL HIGHWAY.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Litzenberger: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE MAJOR PAVED TRAIL REQUIREMENT ALONG THE NORTH SIDE OF ROUTE 50, LEE JACKSON MEMORIAL HIGHWAY, IN FAVOR OF THE TRAIL SHOWN ON THE SE PLAT.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Abstain.

Chairman Murphy: Same abstention.

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(The motions carried by a vote of 10-0-1. Commissioner Sargeant abstained; Commissioner de la Fe was absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

3:30 p.m.

Public Hearing on SE 2014-SU-031 (Mary Gray / Elf Exploring, Learning & Fun) to Permit a Home Child Care Facility, Located on Approximaely 4,228 Square Feet of Land Zoned PDH-20 and WS (Sully District)

This property is located at 4180 Whitlow Place, Chantilly, 20151. Tax Map 44-2 ((23)) 22.

Board of Supervisors deferred this public hearing on November 18, 2014 to December 2, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 20, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors approval of of SE 2014-SU-031, subject to the Development Conditions dated November 20, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468602.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Joseph Gorney, Planner, DPZ

SE 2014-SU-031 – MARY GRAY/ELF EXPLORING, LEARNING & FUN

After Close of the Public Hearing

Chairman Murphy: Without objection – public hearing is closed. Recognize Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. First, I want to thank Ms. Gray for coming out to both the Sully District Land Use Committees, the WFCCA and the SDC. Those two evenings, we had 27 different citizens within the total of those two and – as you can see by the large number of speakers – all their questions were answered by the staff and Ms. Gray. And I thank them for their extra effort in this area. Therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2014-SU-031, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED NOVEMBER 20TH, 2014.

Commissioners Flanagan and Hart: Second.

Chairman Murphy: Seconded by Mr. Flanagan and Mr. Hart. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2014-SU-031, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Litzenberger: I think I have to bring her up to reaffirm-

Chairman Murphy: Oh yes, I'm sorry.

Commissioner Litzenberger: I forgot that.

Chairman Murphy: Would you please come up, Ms. Gray?

Commissioner Litzenberger: Thank you, Commissioner de la Fe.

Chairman Murphy: We'll take your word for it that you agree with everything we just said, right?

Mary Gray, Applicant/Title Owner: I do.

Chairman Murphy: But we need that for the record. Please identify yourself for the record and let Mr. Litzenberger ask you this key question.

Commissioner Litzenberger: Ms. Gray, do you accept and understand and support the development conditions, as agreed to in the staff report [sic].
Ms. Gray: I do.

Commissioner Litzenberger: Okay, thank you very much.

Ms. Gray: Thank you.

Chairman Murphy: I now pronounce you applicant and Planning Commissioner.

Commissioner de la Fe: Mr. Chairman?

Commissioner Hall: You have a question.

Commissioner Litzenberger: Ma'am.

Chairman Murphy: Yes, Mr. Hart?

Commissioner Hart: Not the development conditions in the staff report – the new ones.

Commissioner Litzenberger: The new ones. Thank you, Mr. Hart. I tried to get your attention. I made a mistake.

Chairman Murphy: Okay. First one since the third grade, right?

Commissioner Litzenberger: No, the first one since earlier this evening. The development conditions dated November 20th, 2014 – just nod yes, that would be good enough, Mrs. Gray. Thank you.

Chairman Murphy: Thank you very much.

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(The motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

4:00 p.m.

Public Hearing on a Proposal to Repeal the Resolution that Imposed Certain Limitations on the Fairfax County Spot Blight Abatement Program

ISSUE:
Public Hearing for the purpose of revoking the 1996 Spot Blight Abatement Resolution for Fairfax County, Virginia.

RECOMMENDATION:
The County Executive recommends that the Board revoke the 1996 Spot Blight Abatement Resolution for Fairfax County, Virginia.

TIMING:
On October 28, 2014, the Board authorized advertisement of a public hearing scheduled for Tuesday, December 2, 2014 at 4:00 P.M.

BACKGROUND:
At its regular meeting on February 11, 2014, Fairfax County Board of Supervisors ("the Board") directed staff to conduct a thorough review and analysis of State and County code provisions related to blight, public nuisance, derelict buildings, or those structures that are otherwise determined to be unsafe or in need of repair. The Board further directed staff to provide specific recommendations regarding whether the Board should enact ordinances or change existing ordinances and policies so that existing enabling legislation can be fully implemented, and to analyze whether new enabling legislation is necessary to address existing problems.

In a memorandum dated June 3, 2014, from Jeffrey Blackford, Director Department of Code Compliance and Cynthia Bailey, Senior Assistant County Attorney, staff provided the outcome of the review as requested by the Board. Additionally, staff attended the June 10, 2014 Development Process Committee meeting and addressed additional questions from the Board. Based on feedback from the Board at that time, staff is forwarding this item for advertisement and subsequent consideration by the Board. The attached proposed amendments, if adopted, would better enable staff to address Public Health and Safety Menaces and would remove certain self-imposed limitations regarding the Fairfax County Spot Blight Abatement Ordinance, which is covered in detail in the memorandum to the Board of Supervisors dated June 3, 2014.

Under the 1996 Resolution by the Fairfax County Board of Supervisors, a property was considered blighted if it met the standards set forth in Va. Code Ann. § 36-3 (2011) *and* if it met all of the following conditions:

1. It has been vacant and/or boarded up for at least one year.
2. It has been the subject of complaints.
3. It is no longer being maintained for useful occupancy.
4. It is in a dilapidated condition or lacks normal maintenance or upkeep.

The County's existing Spot Blight Abatement Program is more restrictive than what is currently authorized by state code, and it is used exclusively to demolish structures. There are instances when a property that would not otherwise constitute a "public nuisance" or an "unsafe structure" is nonetheless in such a condition of disrepair that it does create a blighted condition within a neighborhood. The current requirements that a property be boarded, vacant, or no longer maintained for useful occupancy for one year thwarts the ability of the County to address these properties. Similarly, the County's policy that the Spot Blight Abatement Program only be used for demolition is also overly restrictive. In certain situations, it would be useful for the County to have a Spot Blight Abatement Program that would permit the County to repair the property at the owner's expense if the owner fails to do so.

There are at least two important caveats to any such changes in the existing Spot Blight Abatement Program. First, it is strongly recommended that if the Board is inclined to liberalize what may constitute spot blight, any decision to place a property in the Spot Blight Abatement Program remain with the Neighborhood Enhancement Task Force (NETF). This committee, comprised of representatives from a variety of County agencies, can ensure that objective criteria and standards are developed and applied before a property can be identified for the Spot Blight Abatement Program. It is noted that the NETF is currently working on new objective criteria and standards for the Spot Blight Abatement Program. Second, staff is not recommending that the County routinely repair or renovate private property. Indeed, even in the unusual situations when such action is desirable, significant County resources may be expended to effectuate a repair project. A scope of work must be developed, the project must be bid, and the actual construction project must be monitored and managed, all of which consumes valuable staff time. Any decision to expand County repair efforts is anticipated to have both a fiscal impact as well as require additional staff and associated support resources.

FISCAL IMPACT:
Provided that use of the County's Spot Blight Program is used to compel a property

owner to repair his or her property, there is little, if any, fiscal impact to the proposed amendment. If, however, County resources are expended to effectuate repair projects, then resources to bid and manage those projects must be dedicated.

ENCLOSED DOCUMENTS:
Attachment 1: June 3, 2014 Blight memo
Attachment 2: Proposed Resolution repealing the November 18, 1996, Resolution

STAFF:
Robert A. Stalzer, Deputy County Executive
Jeffrey L. Blackford, Director, Department of Code Compliance
Cynthia Bailey, Senior Assistant County Attorney, Office of the County Attorney
James Patteson, Director, Department of Public Works and Environmental Services
Dr. Gloria Addo-Ayensu, Director, Fairfax County Department of Health

ATTACHMENT 1

County of Fairfax, Virginia

MEMORANDUM

DATE: June 3, 2014

TO: Board of Supervisors

FROM: Jeffrey L. Blackford, Director
Department of Code Compliance

Cynthia Bailey, Senior Assistant County Attorney
Office of the County Attorney

SUBJECT: Properties that are in a State of Disrepair, Dilapidated, Public Nuisance or a Blight in the Community, February 11, 2014, Board Item 5c.

At its February 11, 2014, meeting, the Fairfax County Board of Supervisors ("the Board") directed staff to conduct a thorough review and analysis of the Virginia Code provisions related to blight, public nuisance, and derelict buildings or those that are otherwise unsafe or in need of repair. The Board further directed staff to provide specific recommendations regarding whether the Board should enact ordinances or change existing ordinances and policies so that existing enabling legislation can be fully implemented, and to analyze whether new enabling legislation is necessary to address existing problems. This memorandum is in response to the Board's directions and concerns.

Summary

Although the overwhelming majority of properties that fall into disrepair can be resolved via existing processes, every year there are about two dozen properties that stubbornly remain in a state of disrepair. When it occurs, these properties become a huge source of strife within their communities. The Code of Virginia ("the State Code"), however, offers the County some additional tools that are currently not being employed. Specifically, the State Code does not have any requirement that properties be vacant and boarded for an entire year before they can be considered for the Spot Blight Abatement Program. The State Code also allows for properties deemed to be blighted to be repaired rather than simply demolished as is current County practice. In addition, the State Code provides that costs incurred to repair certain unsafe or nuisance properties can be treated as tax liens with a super-priority, rather than as a simple judgment. Often, the only option that remains when an owner refuses to bring his or her property into compliance with existing codes is for the County to undertake these efforts. When it does so, the County should maximize the likelihood that the costs so incurred will be repaid.

This report outlines in detail i) a summary of the County's current processes for dealing with blight, property maintenance code violations, and zoning ordinance violations; (ii) available enabling legislation

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that the County is not currently using; and (iii) as noted above, specific recommendations to change the County's Spot Blight Abatement Program and the Fairfax County Code to maximize the County's available options and to ensure that costs incurred by the County when it chooses to repair certain properties will be repaid.

Background

As set forth more fully below, the Fairfax County Zoning Ordinance ("Zoning Ordinance"), the Virginia Property Maintenance Code ("Property Maintenance Code"), the Virginia Uniform Statewide Building Code (the "VUSBC" or "Building Code"),[1] the Spot Blight Abatement Program, and Chapter 46 of the Code of Fairfax County, Virginia ("County Code"), have been used to address property that is in disrepair, dilapidated, or that otherwise constitutes a blight on the community. Efforts to remedy these situations include fines, penalties, and substantial court action. Sometimes, however, and for a variety of reasons, some property owners remain unwilling or unable to bring their property into compliance with these codes.[2] When this happens, these properties become a huge source of strife and frustration within their communities and for staff. These properties are more than just unsightly; frequently they pose real and immediate dangers to public health, safety, and welfare.

Current enforcement tools

Property Maintenance Code and Zoning Ordinance; Civil Penalties. Many violations of the Property Maintenance Code and the Zoning Ordinance are prosecuted in the Fairfax County General District Court pursuant to a uniform schedule of civil penalties. This schedule provides that violations of the Zoning Ordinance are subject to a civil penalty of $200 for the first violation, and $500 for each subsequent violation, not to exceed $5,000.[3] *See* Va. Code Ann. § 15.2-2209; Zoning Ordinance § 18-903. Similarly, violations of the Property Maintenance Code are subject to a civil penalty of $100 for the first violation and $150 for each subsequent violation, not to exceed $3,000. County Code § 61-7-1. The civil penalty process allows violators to admit liability, prepay fines, and as such, it typically results in more timely compliance than for prosecutions initially brought in the Circuit Court. In 2013, approximately half of the total number of violations pursued via court action were pursued in the General District Court.

Property Maintenance Code and Zoning Ordinance; Injunctive Relief. Sometimes, it is clear for a variety of reasons that prosecution in the General District Court will not be effective. The property owner may be a repeat offender or the property is in such a state of disrepair that a property owner may simply conclude

[1] Virginia Code Ann. § 36-97—36-119.1 (2011 and Supp. 2013).
[2] The reasons for this recalcitrance are as diverse as the County's population: some property owners have physical or mental disabilities that hinder compliance; some have financial difficulties that make repairs cost prohibitive; some refuse to comply for political reasons; language and cultural differences can also impede compliance; others are merely negligent or have concluded that repairing and maintaining the property is not a good investment.
[3] The Board may recall that on May 14, 2013, the Board amended Article 18 of the Zoning Ordinance to establish a uniform schedule of civil penalties for all zoning violations except for violations relating to signs on public property or the public right of way.

that it is "cheaper" to incur the fines rather than fix the property. In such instances, prosecution of the Property Maintenance Code and Zoning Ordinance violations are pursued in the Circuit Court of Fairfax County ("Circuit Court"). The main advantage that the Circuit Court has over the General District Court is that injunctive relief is available.[4] For violations that are easily repeated (such as the establishment of junk yards) or for violations that are expensive to abate (for example, roof or structural repairs) the availability of injunctive relief is useful.

In the Circuit Court, once a final order is obtained, a property owner is typically granted 30-60 days to bring the property into compliance. If he or she fails to do so, a second stage of prosecution, known as a Rule to Show Cause, begins. At this stage, in addition to the injunctive relief set forth above, the Circuit Court can also impose unlimited contempt sanctions if a property owner fails to come into compliance with a final order. The standard contempt sanction initially sought by the Office of the County Attorney is $100/day for each day that a property remains in violation of the applicable codes. At this rate, costs escalate rapidly and it is not cheaper to let sanctions accrue rather than making the repairs. In unusual situations, when even the substantial sanctions imposed under the Circuit Court's contempt powers do not garner compliance, the Circuit Court will direct the County to make the repairs, and upon review, the Circuit Court will impose a judgment for the cost of those repairs. Both contempt sanctions and repair costs accrue interest at the judgment rate and are recorded among the land records. Final orders are also recorded so that they may be enforced against subsequent owners.

Criminal Prosecution. Certain violations of the Building Code are currently prosecuted criminally; the Department of Code Compliance ("DCC") brings criminal charges against unpermitted construction, and the Land Development Services Division ("LDS") of the Department of Public Works and Environmental Services ("DPWES") criminally prosecutes uncompleted construction work after occupancy. A conviction constitutes a misdemeanor punishable by a fine of not more than $2,500. Va. Code Ann. § 36-106(A). This code section also provides for an escalating regimen of fines and possible jail time for subsequent offenses, e.g., a second conviction within five years from the first conviction is punishable by not less than a fine of $1,000; a third conviction within three years may be punished by a jail sentence of up to 10 days and/or a fine of not less than $2,500. *Id.* Moreover, each day a violation continues after conviction or the court-ordered abatement period constitutes a separate offense.

Spot Blight. Properties that have fallen into a substantial state of disrepair may be addressed through the County's Spot Blight Abatement Program. *See* Va. Code Ann. §§ 36-49.1:1. In Fairfax County, to qualify for blight, a property must (i) have been vacant and boarded for at least one year; (ii) have been the subject of complaints; (iii) no longer be maintained for useful occupancy; and (iv) be in a dilapidated condition or lacking normal maintenance and upkeep. *See* November 21, 1996, Blight Abatement Resolution. A property identified for the Spot Blight Abatement Program is first referred to an inter-agency team of County staff known as the Neighborhood Enhancement Task Force ("NETF"),[5] which by

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[4] There are two kinds of injunctive relief available in the Circuit Court: (1) mandatory, which directs a property owner to abate the violations; and (2) prohibitory, which prohibits the unlawful conduct in the future.

[5] The NETF is comprised of representatives from the following Departments: Police, Fire, Health, Tax Administration, and the Sheriff's Office, and two representatives from Public Works and Environmental Services—one on behalf of the Building Code Official and one from Maintenance and Stormwater

simple majority vote determines whether a property should be entered into the program and referred to the Board for consideration. Va. Code Ann. § 36-49.1:1(B).

Once the NETF recommends that a property be considered for the Spot Blight Abatement Program, the property owner is sent written notice specifying the reasons why the property is blighted.[6] *Id.* The property owner then has 30 days to develop a written abatement plan to address the spot blight ("the Abatement Plan") within a reasonable period of time. *Id.* If the property owners fail to develop an Abatement Plan, or if the Abatement Plan is inadequate to address the spot blight, then the County may declare the property to be spot blighted. Va. Code Ann. § 36-49.1:1(C). Any such declaration of blight must be established via an ordinance. *Id.*

The County is also required to notify the property owner in writing of how the County intends to remedy the blight ("the County Plan"), and no action to remedy the blighted condition may occur until after such notice and the enactment of an ordinance. Va. Code Ann. § 36-49.1:1(D). At such time, the County can then carry out the County Plan. *Id.* The County Plan in Fairfax has been exclusively limited to demolition of the structure on the blighted property. Finally, once the County Plan has been carried out, the County is entitled to a lien on the property to recover the costs of the County Plan. Any such lien accrues interest at the judgment rate, is recorded among the land records, and is treated in all respects as a tax lien, which means that it cannot be discharged in a foreclosure sale and it is given a super-priority in any bankruptcy proceedings. *See* Va. Code Ann. § 36-49.1:1(E). It is important to note that unlike the court proceedings for enforcement of the Property Maintenance Code, the Building Code, and the Zoning Ordinance which require court action as described above, the Spot Blight Abatement Program does not involve a court proceeding prior to filing the lien.

Public Health or Safety Menace. On occasion, property may become so dilapidated or fall into such a state of disrepair that it constitutes a threat to public health or safety. In such instances, the Director of the Health Department has the authority to require a property owner to abate any such condition. *See* Fairfax County Code § 46-1-3. Use of this authority, however, is rare and is used only when the use of other codes is not effective or when the situation constitutes an emergency.

The VUSBC.[7] Many of the properties at issue in this memorandum are currently under construction, and as such, the County's ability to address the condition of these properties is inherently different than it is for properties that have an occupancy permit. First, as a practical matter, a property owner usually has strong financial incentives to finish a construction project, and accordingly, construction violations are usually remedied without resort to court action. Second, given that the ultimate goal is completion, many

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Management Division ("MSMD"). Each of these representatives has one vote. The Office of the County Attorney provides legal advice to the NETF.

[6] Property owners are also sent a notice in advance of the NETF meeting.

[7] Part I of the VUSBC regulates *new* construction and alterations to existing buildings and structures under the Virginia Construction Code. It is supervised by the Building Official in Land Development Services, DPWES. Part III of the VUSBC regulates the upkeep and maintenance of *existing* buildings and structures under the Property Maintenance Code. It is supervised by the Property Maintenance Code Official in the Department of Code Compliance. Nonetheless, the reference to "The Building Code" or the "VUSBC" herein will refer only to Part I of the VUSBC that relates to construction.

of the remedies available under the Building Code, such as fines, revocation of the building permit, or the issuance of a stop work order, thwart that goal. Moreover, the Building Code expressly provides a six month period of time before a project can be considered suspended or abandoned. VUSBC § 110.6. In a direct response to this issue, DPWES has recently started sending out automated messages to building permit holders whose permits are near this six-month expiration period. *See* attached hereto as Exhibit A, the April 10, 2014, Memorandum from County Executive Edward L. Long Jr. regarding this issue.

Enabling legislation

As set forth above, the County primarily uses three processes to address properties that are in a state of disrepair: civil proceedings in General District Court and Circuit Court and the Blight Abatement Program.[8] These processes may result in fines, contempt sanctions, demolition, and/or court-ordered repairs that either garner compliance from a property owner or bring the property into compliance by County action. There are, however, other ways and other remedies that are available to the County under the Virginia Code, and this section will detail this authority.

Criminal Prosecution. Va. Code Ann. § 36-106 authorizes *any* violation of the VUSBC to be prosecuted criminally, not just unpermitted construction and uncompleted work, which is the County's current practice. As noted above, a conviction constitutes a misdemeanor punishable by a fine of not more than $2,500. Va. Code Ann. § 36-106(A). Subsequent offenses subject a defendant to an escalating regimen of fines and possible jail time. *Id.* Each day a violation continues after conviction or the court-ordered abatement period constitutes a separate offense.

In addition, the creation or maintenance of a public nuisance may also be criminally prosecuted. Under Va. Code Ann. § 48-5, upon any such conviction, a person shall be ordered to abate the violation, or reimburse the locality for the costs of any such abatement, and may also be fined not more than $25,000.

Increased Civil Penalties. It is noted that the County's schedule of civil penalties for Property Maintenance Code violations is less than what is provided under state code. Va. Code Ann. § 36-106 permits fines of up to $350 for subsequent offenses, whereas County Code § 67-7-1 limits this amount to $150.

Public Nuisance. Va. Code Ann. § 15.2-900 provides that a public nuisance:

> [I]ncludes, but is not limited to, dangerous or unhealthy substances which have escaped, spilled, been released or which have been allowed to accumulate in or on any place and all unsafe, dangerous, or unsanitary public or private buildings, walls, or structures which constitute a menace to the health and safety or the occupants thereof or the public.

[8] It should be noted that this memorandum addresses only individual properties; separate authority exists under the Housing Authorities Law to create redevelopment and conservation areas that deal with eliminating pervasive areas of blight. *See generally,* Va. Code Ann. § 36-2 (2011).

A locality may abate, raze, or remove any such public nuisance if it "presents an imminent and immediate threat to life or property." The costs to recover any such abatement can be recovered via court action, and under Va. Code Ann. § 15.2-906(4), if those costs remain unpaid, they can "constitute a lien against such property ranking on a parity with liens for unpaid local taxes."

Repair and/or Removal of Unsafe Structures. Va. Code Ann. § 15.2-906 (Supp. 2013) allows a locality to enact an ordinance to require property owners to "remove, repair or secure any building, wall or any other structure that might endanger the public health or safety of other residents of such locality." The process outlined by this statute requires notice to the property owner and advertisement in a newspaper of general circulation, but it does not involve the court system.

This statute also provides that any repairs made by the locality would be treated as tax liens. As noted above in the discussion of the Blight Abatement Program, this treatment of such amounts as tax liens means that any costs incurred in repairing or removing an unsafe structure cannot be discharged in a foreclosure sale and will have a priority in any bankruptcy proceeding. Va. Code Ann. § 15.2-906(4). Moreover, enactment of an ordinance of this nature also allows any costs incurred in the abatement of a public nuisance under Va. Code Ann. § 15.2-900 to be similarly treated. *Id.* In addition, when violations of the Property Maintenance Code create an emergency situation or when violations of the Building Code render a property unsafe, costs incurred by the County to remedy those conditions can also be recovered under this statute. *See* Property Maintenance Code § 105.9; VUSBC § 118.5.

Repair and/or Removal of Derelict Structures. Va. Code Ann. § 15.2-907.1 (2012). This statute provides tax and fee incentives to property owners to remove or repair derelict structures. The statute defines "derelict" in relevant part, as a "structure, whether or not construction has been completed, that for a six months period of time has been (i) vacant, (ii) boarded up in accordance with the building code, and (iii) not lawfully connected to electric service from a utility service provider or not lawfully connected to any required water or sewer service from a utility service provider." Va. Code Ann. § 15.2-907.1(1). Cooperating owners may receive refunds from certain land use and building permit fees as well as 15-year real property tax rebates linked to the cost of the demolition or renovation. Va. Code Ann. § 15.2-907.1(7) and (8).

Critically, however, the authority set forth in this statute is available only to those localities that have a real estate tax abatement program. Because the County's tax abatement program was recently discontinued, this authority is not available to Fairfax County unless that real estate tax abatement program is reinstituted.

Removal or Repair of Structures Harboring Illegal Activity. Va. Code Ann. § 15.2-907 (2012) sets forth the authority for a locality to address property that constitutes "drug blight." "Drug blight" is defined as a condition on the property that tends to endanger the public health or safety of the residents of a locality caused by the regular presence on the property of persons under the influence of controlled substances or who are possessing, manufacturing, or distributing such substances. Va. Code Ann. § 15.2-907(A). Similarly, Va. Code Ann. § 15.2-908.1 (2012) sets forth the authority for a locality to address buildings or structures used for lewdness, assignation, or prostitution. Both statutes require a locality to enact an ordinance in which an owner is given notice, an opportunity to abate the drug blight or bawdy place and if

no such abatement action occurs, gives the locality authority to abate the drug blight or bawdy place at the expense of the property owner. *See* Va. Code Ann. § 15.2-907 (B); Va. Code Ann. § 15.2-908.1(B).

Spot Blight. The County's Spot Blight Abatement Program offers remedies that are substantially narrower than the authority set forth in the Virginia Code. First, the definition of "blight" is much broader under the Virginia Code than adopted by the County. As set forth above, the County Spot Blight Abatement Program is used only for property that (i) has been vacant and boarded for at least one year; (ii) has been the subject of complaints; (iii) is no longer maintained for useful occupancy; and (iv) is in a dilapidated condition or lacking normal maintenance and upkeep. *See* November 21, 1996, Blight Abatement Resolution attached hereto as Exhibit B. The enabling legislation in the Virginia Code has no such constraints. In contrast to the County definition, the Virginia Code defines "Blighted Property" as "any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety, or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards." Va. Code Ann. § 36-3. Although any such property would have to meet a minimum threshold wherein it could be said to constitute a danger or harm to the "public's health, safety or welfare," it need not meet the narrow definition set forth in the Blight Abatement Resolution, such as being vacant and boarded for one year.

Second, as a practical matter the County currently only uses the Spot Blight Abatement Program to *demolish* blighted structures. Virginia Code § 36-49.1:1 also includes the power to *repair* or *condemn* the structure. It must be noted, however, that in the context of *condemnation*, the definition of "blight" is different, and narrower than the definition set forth in Va. Code Ann. § 36-3. *See* Va. Code § 1-219.1 (defining "blighted property" for condemnation purposes as "any property that endangers the public health or safety in its condition at the time of the filing of the petition for condemnation and is (i) a public nuisance or (ii) an individual commercial, industrial, or residential structure or improvement that is beyond repair or unfit for human occupancy or use.").[9] Thus, condemnation is not available in the repair context. In addition, condemnation is not available for residential property that is occupied if it would result in the displacement of persons living in the premises, unless the property had been condemned for human habitation for more than one year. Va. Code Ann. § 1-219(F).

Finally, there is no state code requirement for the establishment of an inter-agency task force in order to recommend properties into the Spot Blight Abatement Program. Va. Code Ann. § 36-49.1:1 merely provides that the "chief executive or designee of the locality shall make a preliminary determination that a property is blighted." Va. Code Ann. § 36-49.1:1.

Thus, under the same process outlined above, the County could both repair or condemn certain structures and still garner the same protections for the costs incurred in doing so. Va. Code Ann. § 36-49.1:1(E). This process is completely independent from any judicial or court process.

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[9] This statute also makes clear that to the extent that its terms conflict with any other law, Va. Code Ann. § 1-219.1 controls. Va. Code Ann. § 1-219.1(H).

Recommendations

Properties in Fairfax County that languish in a constant state of disrepair have one feature in common: a property owner who is unwilling or unable to make the requisite repairs. The following recommendations parallel the enabling legislation outlined above.

Criminal Prosecution. The County currently criminally prosecutes anyone responsible for either unpermitted work or incomplete work. Typically, such prosecutions are against unscrupulous builders and contractors, and occasionally, home owners. Criminal sanctions for Property Maintenance Code and Zoning Ordinance violations are not, however, recommended. As noted above, some property owners are not able to bring their property into compliance due to a variety of compelling circumstances: they lack the financial means to do so, or they are mentally or physically disabled. In any event, if a property owner fails to bring his property into compliance, even after the imposition of substantial fines that are typically imposed, it seems unlikely that the threat of criminal fines or jail time will prompt compliance.

Civil Penalties. Given that staff does not recommend criminal prosecution, seeking the maximum amount of civil penalties permitted may be warranted. Again, however, the inherent nature of the problem at issue is that certain property owners do not – or due to their economic situation cannot – respond to financial sanctions; thus, it is unclear that an increase from $150 to $350 would be much more of a deterrent.

Public Nuisance/Unsafe Structures. For both types of problems, the General Assembly authorizes the County to make actual repairs, and then be able to recover the cost of such repairs as if it were a tax lien. Va. Code Ann. § 15.2-906(4). Given the increasing number of times that the County ultimately has to make repairs to bring property into compliance, it is prudent for the County to garner the maximum amount of protection for that expenditure.

To do so, certain relatively minor amendments to the County Code would be necessary because Va. Code Ann. § 15.2-906(4) is not self-executing; it requires the affirmative enactment of an ordinance. It is important to note, however, that repairs that do not remedy unsafe or dangerous conditions are not eligible for such treatment.

Repair and/or Removal of Derelict Structures. This statute is not available to the County because we do not now have a tax abatement program as it was recently discontinued by the Board. Nonetheless, it is not recommended that this authority be implemented because offering tax rebates for property owners who have maintained derelict structures appears to reward bad behavior.

Removal or Repair of Structures Harboring Illegal Activity. Fortunately, the County does not have a substantial problem with structures that harbor drug activity or houses of prostitution. Accordingly, it is not recommended that this enabling legislation be implemented.

Spot Blight. The County's existing Spot Blight Abatement Program is more restrictive than what is currently allowed by state code, and is used exclusively to demolish structures. There are instances when a property that would not otherwise constitute a public nuisance or an unsafe structure nonetheless is in such a condition of disrepair that it does create a blighted condition within a neighborhood. The current

requirements that a property be boarded, vacant, or no longer maintained for useful occupancy for one year thwarts the ability of the County to address these properties. Similarly, the County's policy that the Spot Blight Abatement Program only be used for demolition is also overly restrictive. In some situations, a property that constitutes spot blight cannot be demolished because to do so would constitute an unlawful taking; rather, the better approach would be to enact a Spot Blight Abatement Plan that would permit the County to repair the property at the owner's expense if the owner failed to do so.

Similarly, there may also be situations when actually taking the property by eminent domain would be advisable. Indeed, the new constitutional amendment regarding eminent domain makes clear that the elimination of a public nuisance is a public purpose. Va. Const. Art. I, § 11. No existing policy permits such action.

There are at least two important caveats to any such changes in the existing Spot Blight Abatement Program. First, it is strongly recommended that if the Board is inclined to liberalize what may constitute spot blight, any decision to place a property in the Spot Blight Abatement Program remain with the NETF. This committee, comprised of representatives from a variety of County agencies, can ensure that objective criteria and standards are developed and applied before a property can be identified for the Spot Blight Abatement Program. Second, staff is not recommending that the County routinely repair or renovate private property. Indeed, even in the unusual situations when such action is desirable, significant County resources are expended to effectuate a repair project. A scope of work must be developed, the project must be bid, and the actual construction project must be monitored and managed—all of which consumes valuable staff time. Any decision to expand County repair efforts would have a significant fiscal impact that the Board must consider. It is anticipated that repairing even two dozen properties a year would require the hiring of additional staff and associated support resources. And although the cost of repairs would ultimately be charged to the property owner, the statute does not permit that any administrative costs could similarly be passed to the property owner.

New Legislation. The processes available to counties to abate nuisance properties are much more complicated than for municipal corporations. For example, municipal corporations do not have the same requirement to affirmatively enact an ordinance in order to abate certain nuisances. *Compare* Va. Code Ann. § 15.2-1115 *with* Va. Code Ann. § 15.2-906. It is not clear why the code makes this distinction, and seeking an amendment to Va. Code Ann. § 15.2-1115 so that it applies to all localities is advisable.

Currently, the super-priority afforded to County-incurred costs applies only when the property has been deemed blighted or when the needed repairs are to structures that are unsafe or dangerous to health and safety. *See* Va. Code Ann. § 15.2-900 (public nuisance requires a danger or menace to health and safety); Va. Code Ann. § 15.2-906 (remedying of dangerous conditions); Property Maintenance Code § 105.9 (remedying of emergencies); VUSBC § 118.5 (remedying of unsafe structures). There are many times when a property is in a substantial state of disrepair, but it does not quite rise to the level of being unsafe. If the County is required to make these repairs, the costs for doing so should also be treated as a tax lien and be given super-priority treatment.

Conclusion

Although the vast majority of properties that are in a state of disrepair are ultimately repaired by their owners, some property owners simply cannot or will not make such repairs. In such unusual instances, the County is the only entity that can step in and do the work. Currently, when the County undertakes such work, the costs of doing so are not fully protected. In many instances, the Virginia Code allows such costs to be treated as tax liens, and the County should take advantage of that protection. Doing so would require fairly modest amendments to the County Code. Similarly, there are instances when the Spot Blight Abatement Program could be used for more than just the demolition of buildings and structures. Although any expansion of this Program would have to be carefully reviewed, it offers another tool to address those properties that are in a constant state of disrepair.

Attachments: Exhibit A: April 10, 2014, Memorandum from County Executive Edward L. Long Jr.
Exhibit B: November 21, 1996, Blight Abatement Resolution
February 11, 2014 Board Matter

cc: Edward L. Long Jr., County Executive
Robert A. Stalzer, Deputy County Executive
Patricia D. Harrison, Deputy County Executive
David P. Bobzien, County Attorney
Dr. Gloria Addo-Ayensu, Director, Fairfax County Health Department
James W. Patteson, Director, Department of Public Works and Environmental Services
Pieter Sheehan, Director, Division of Environmental Health, Fairfax County Health Department
Audrey Clark, Acting Director, Land Development Services, DPWES

Exhibit A

County of Fairfax, Virginia

MEMORANDUM

DATE: APR 10 2014

TO: Board of Supervisors

FROM: Edward L. Long Jr.
County Executive

SUBJECT: Automated Notifications of Permit Expiration

Throughout the County, certain residential projects have languished in a state of incomplete construction for several years under building permits with approved extensions. These slowed or stalled projects have been the subject of complaints and neighborhood concerns pertaining to property values, criminal activity and raise questions about why the Building Official would extend the permits for such projects. The Uniform Statewide Building Code authorizes the Building Official to issue permit extensions as long as evidence of construction activity is provided to staff. Such evidence may include receipts for materials purchased, delivery manifest, or inspection reports that prove substantive progress has been made.

In a July 15, 2013 memorandum to the Board of Supervisors, staff outlined a plan to implement automated email notifications in the Fairfax Inspections Database Online (FIDO) system to improve permit holder awareness of permit timing restrictions and help promote more expedient project completion. Staff has completed the implementation of this initiative.

When a permit is nearing the six-month expiration threshold, FIDO will send an automated message (sample attached) to the permit holder(s) notifying them that their permit may be revoked and giving them further information regarding permit extension requirements. The messages will be automatically sent 30 days prior to the permit expiration date.

If you have any questions or need additional information, please contact James Patteson or Audrey Clark at 703-324-5033.

Attachments: Sample Automated Email
July 15, 2013 Memo to the Board

cc: Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services
Audrey Clark, Building Official
Jeffrey L. Blackford, Director, Department of Code Compliance

Office of the County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035-0066
703-324-2531, TTY: 703-222-5494, Fax: 703-324-3956

Fairfax County Permit Expiration Notification

The subject and text below is a sample email that is being sent automatically through the Fairfax Inspections Database Online (FIDO) system.

Subject

Fairfax County Permit Expiration Notification

Text

Permit Number: 132830092
Permit Type: PLUMBING R
Permit Description: lawn irrigration system
Address: 7206 WARBLER LANE, MCLEAN, VA

Date of Issuance: 10-10-2013
Current Expiration Date: 04-10-2014

The building permit referenced above is set to expire on the date noted due to inactivity. Pursuant to the Virginia Uniform Statewide Building Code, the Building Official of Fairfax County has the authority to revoke building permits if work has not begun within six months of its issuance or if work has been abandoned for six month.

To extend the expiration date of a permit, the applicant must request an inspection or submit a written request to the Building Official with evidence that substantial work has been performed within the last six months.

If you have completed work and wish to extend your permit, prior to the expiration date noted above schedule an inspection or send a written request to dpwesbuildingpermits@fairfaxcounty.gov or to:

Permit Application Center
12055 Government Center Parkway
Fairfax, VA 22035-5504

Failure to obtain the minimum required inspections is a violation of Virginia law and can result in legal action.

For additional information or questions regarding this permit please contact 703-222-0801, TTY 711. Please visit fairfaxcounty.gov/buildingpermits to check the status of your permit or to schedule an inspection.

County of Fairfax, Virginia

MEMORANDUM

DATE: JUL 15 2013

TO: Board of Supervisors

FROM: Edward L. Long Jr.
County Executive

SUBJECT: January 29, 2013, Board Item 1c - Code Enforcement Pertaining to Incomplete Construction Projects and Building Permit Extensions

At the January 29, 2013, Board of Supervisors' meeting, Supervisor McKay inquired about the Board's authority to limit the extension of building permits (see attached board matter). Throughout the County, certain residential projects have languished in a state of incomplete construction for several years under building permits with approved extensions. These slowed or stalled projects have been the subject of complaints and neighborhood concerns pertaining to property values, criminal activity and fire risk and raise questions about why the Building Official would extend the permits for such projects. After reevaluating the procedures for permit extensions, the Building Official has identified ways to fine-tune the process and coordinate with Board members regarding sensitive projects.

Part I of the Virginia Uniform Statewide Building Code (USBC) regulates *new* construction and alterations to existing buildings and structures under the Virginia Construction Code as supervised by the Building Official in Land Development Services/Department of Public Works and Environmental Services. Part III of the USBC regulates the upkeep and maintenance of *existing* buildings and structures under the Virginia Maintenance Code as supervised by the Property Maintenance Code Official (PMCO) in the Department of Code Compliance (DCC). This distinction of authority is relevant in addressing the Board's concerns.

The USBC permits the Building Official to revoke a building permit if the work authorized therein has not begun within six months of its issuance or if the work has been abandoned for six months. Conversely, the Building Official has the authority to issue permit extensions for up to one year as long as evidence of construction activity is provided to staff. Such evidence may include receipts for materials purchased, delivery manifests, or engineering reports that prove activity had taken place within the six-month window. Additionally, the Building Official has the authority to limit the timeframe for the construction of a residential project by revoking the permit three years after issuance.

The intent of the USBC is to gain compliance with the USBC so buildings and structures can be built safely and economically. Therefore, before revoking a permit, careful consideration is given to the intent and ability of the permit holder to complete the work and the potential impact to the neighborhood. In cases where the permit has been revoked, the permit holder may reapply for a

new permit that would, in most cases, require an updated design and related plans showing compliance with the current code. When these conditions are met, the Building Official must issue the new permit, at which time the six-month timeframe begins again. Consequently, revoking the permit does not necessarily accelerate project completion. In these situations, staff has experienced greater success with bringing projects to completion while working with permit holders under their existing permits rather than revoking them and requiring new permits under the current and more restrictive code.

Staff is sensitive to the community's need for a balanced approach to permit extensions. Planned enhancements of the Fairfax Inspections Database Online (FIDO) system include automated email notifications of permit expiration. When implemented, the notifications would improve permit holder awareness of permit timing restrictions and help promote more expedient project completion. When a permit reaches the six-month or three-year threshold, FIDO would email the permit holders(s) notifying them that their permit may be revoked and giving them further information regarding permit extension requirements.

The Building Official proposes to work with Board Members on a case-by-case basis for challenging projects. Once identified, staff would be able to review the project's completion history and make contact with the permit holder to discuss proactive options to move the project forward. If the Building Official subsequently revokes the permit, the condition of the property then becomes a maintenance issue which can then be referred to and enforced by the PMCO in DCC. The PMCO will typically issue a notice of violation requiring remediation of the violation(s) within 30 days. The remedy would require the permit holder to complete the project, return the structure to its original condition, or demolish the entire structure. All options require a building permit under the current code in order to abate the violation. As such, once the permit is issued, the six-month timeframe begins again. If compliance cannot be obtained, the PMCO refers the property for legal action. As a practical matter, if a project has stalled because the (former) permit holder lacks the necessary funding to complete the project, gaining compliance through legal action may still be a challenge. Clearing maintenance violations often costs a substantial amount of money, which complicates the process of obtaining compliance.

It should also be noted that decisions by the Building Official, PMCO and their respective technical assistants working on their behalf, can be appealed to the Local Board of Building Code Appeals, the State Technical Review Board, and the state court system within a specific timeframe. Therefore, fair and consistent application of the USBC is essential to avoid excessive appeals.

Attached: Board Matter

cc: Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services
Michelle Brickner, Building Official
Jeffrey L. Blackford, Director, Department of Code Compliance

Departments of Transportation and the Department of Management and Budget (DMB). Those goals are set forth on page 26 of the Report.

Therefore, Supervisor Foust moved that the Board adopt the January 2013 Quarterly Report of the Office of Financial and Program Audit, and approve the list of study areas to be included in the work program of the Office of Financial and Program Audit as contained in his written Board Matter. Supervisor Gross seconded the motion and it carried by unanimous vote.

Supervisor Foust moved that the Board direct staff to report with recommendations regarding the nature and costs of the Silver Line CNPAs, noted earlier, and their impact on the Project budget. The recommendations should contain alternatives aimed at relieving the Project Funding Partners (both the County and Toll Road users) of these costs. The completed reported is requested by March 1, 2013. Supervisor Herrity and Chairman Bulova jointly seconded the motion and it carried by unanimous vote.

Supervisor Foust moved that the Board direct staff to consider and implement as appropriate, the best practices and recommendations made by the Auditor of the Board as part of the County Executive's Restoring Fiscal Stability Work Plan for CSB contained in this report. Supervisor Hyland seconded the motion and it carried by unanimous vote.

Supervisor Foust moved that the Board concur with the goals established by the Department of Transportation and the Department of Management and Budget for the management of the Northern Virginia Transportation Commission County Trust Funds as set forth on page 26 of the OFPA report. Supervisor McKay seconded the motion. Following a brief discussion regarding the motion, the question was called on the motion and it **CARRIED** by a recorded vote of nine, Supervisor Herrity voting "NAY."

PMH:pmh

53. **CODE ENFORCEMENT** (6:10 p.m.)

Supervisor McKay said that the County has made significant strides in streamlining code enforcement and making it more responsive to community needs. The General Assembly has supported the Board's efforts by passing legislation that reduced appeal periods on some zoning violations from 30 to 10 days, saved time by immediately posting violations on the property instead of mailing notices, and made inspection warrants easier to obtain.

However, there is an outstanding area where there are deficiencies, specifically in the building code. Currently, upon written request by the holder of a building permit, the County building official may grant one or more extensions of time, not to exceed one year per extension. In the Lee District, as well as across the County, these extensions can leave communities with partially built structures that

are both eyesores and hazards. There are several such properties in Lee District – the Calamo Street and Grace Street examples are well known – where unfinished structures have been the subject of neighborhood complaints for many years. The impact of these unfinished structures on a community is more than cosmetic. They affect property values, invite criminal activity, vagrants and squatters, and animal infestation. Furthermore, they can be a fire risk. They send a message that the community doesn't care and that the County cannot or will not enforce its zoning and building code. It is time to tighten up unlimited building permits and extensions.

Therefore, Supervisor McKay asked unanimous consent that the Board direct the County Attorney to review the Board's ability to act in this matter and report on whether it can limit building permit extensions or if it needs General Assembly enabling authority. Should the Board already have the authority to act, Supervisor McKay asked unanimous consent that the Board direct staff to report with recommendations for updating the building permit and permit extension process. Without objection, it was so ordered.

54. **REQUEST FOR RECOGNITION** (6:10 p.m.)

Supervisor McKay said that in the large and increasingly urban County, the job of keeping residential properties from deteriorating into dangerous storage lots and junkyards is an ongoing challenge overseen by the Department of Code Compliance, the Department of Solid Waste Collection and Recycling and the Department of Public Works and Environmental Services, Storm Water Management Division.

One such junkyard property in Lee District was in an area zoned R-1 and was originally estimated to have 375 vehicles parked on site in various states of disrepair, junk yard dogs, feral cats, oil and gasoline, old appliances and a steel girder bridge used to get across portions of the property. With all this, there was no residential structure left on the property.

After years of attempts to make the property owner clean up the site, legal action, fines, and finally the prospect of jail, it became clear that the owner could not or would not meet the timeline for compliance. At that point the County took on the site cleanup. The County Attorney obtained a court order to allow staff to clear the property and perform environmentally safe cleanup so that the land might be restored to a green space. Now the owner is required to build a residence on the site before returning anything to the property.

After this final clearing of the property, the tally of materials removed is impressive: almost 20 tons of auto parts, old appliances and scrap metal, six and a half tons of tires, 135 tons of trash and debris, 200 gallons of oil and 150 gallons of gasoline.

Approved by the Board of Supervisors, November 18, 1996, and by the Redevelopment Housing Authority, (RHA) on November 21, 1996.

Additional information

We will take referrals by telephone and do not require that the caller identify himself/herself. We do not require documentation but need, at a minimum, a street address of the potentially blighted property. any other pertinent information we can get at the time will be added to the file. We explain clearly that a referral does not automatically put a property on the blight list. The caller is told that staff will investigate the property, review County files for a history of violations or complaints and, if the property meets the definition of blight it will be referred to the FCRHA for a determination of blight. (Note: HCD is currently considering more than sixty previous referrals. Therefore it could be January before new properties are investigated.) At the time the FCRHA makes a blight determination and the property is officially added to the blighted properties list, the owner will be notified of the determination and the actions which will be taken.

Properties are considered blighted in accordance with Section 36-49 of the Code of Virginia, as amended, due to "dilapidation, obsolescence, overcrowding, faulty arrangement of design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors." The code also requires that properties be shown to be "detrimental to the safety, health, morals or welfare of the community" by reason of such dilapidation.
A property can be considered "blighted" if it meets all of the following conditions:

1. *It has been vacant and boarded for at least one year.*
2. *It has been the subject of complaints.*
3. *It is no longer being maintained for useful occupancy.*
4. *It is in dilapidated condition or lacks normal maintenance and upkeep.*

Referrals or questions should be forwarded to:

Kathleen A. Mitchell, Director
or
Gordon Goodlett
Revitalization Division
Department of Housing and Community Development
3700 Pender Drive
Fairfax, VA 22030-7444
Phone: (703) 246-5171
Fax: (703) 246-5110

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5c. **PROPERTIES THAT ARE IN A STATE OF DISREPAIR, DILAPIDATED, PUBLIC NUISANCE OR A BLIGHT IN THE COMMUNITY** (11:59 a.m.)

STALZER/BOBZIEN

In a joint Board Matter with Supervisor Smyth, Supervisor Foust noted that there are times in the County when some properties languish in a constant state of disrepair, are dilapidated, constitute a public nuisance or are otherwise a blight on the community. Efforts to remedy these situations include fines, penalties, and substantial court action, but for a variety of reasons, some property owners remain unwilling or unable to bring their property into compliance with the Zoning Ordinance, the Property Maintenance Code, or the Building Code. When this happens, these properties become a huge source of strife and frustration within their communities and for staff. These properties are more than just unsightly; frequently they pose real and immediate dangers to public health, safety, and welfare.

Supervisor Foust said that it recently come to his attention that the Virginia Code offers localities certain tools to address properties that are not being employed in the County. Specifically, Virginia Code Section 15.2-906 permits localities to remove or repair any structure that endangers the public health or safety and to recover the costs for doing so. Similarly, Virginia Code Section 15.2-907.1 allows localities to offer tax rebates for the repair or removal of certain buildings that have been vacant and boarded up for longer than six months. Finally, even the County's existing Blight Program includes conditions not required by the State Code; For example, there is no requirement in the State Code that a property be vacant and boarded for a year in order to be considered a blighted property, yet the County currently includes this criteria before a property can be deemed blighted. As such, the Blight Program cannot be used to address some of these longstanding problem properties.

There are many times in local government that the County is not able to address a problem because under the Dillon Rule, the County has not been given adequate authority from the General Assembly. Here, however, there are tools given to the County by Richmond that it appears it isn't adequately using. Certainly, no one is advocating that the County should routinely get in the business of repairing private property, but when every other reasonable effort fails, the County shouldn't hamstring itself from using more aggressive tools, particularly when those tools are clearly available.

Accordingly, Supervisor Foust moved, on behalf of himself and Supervisor Smyth, that the Board direct staff to conduct a thorough review and analysis of Virginia Code sections related to blight, public nuisance, derelict buildings, or those that are otherwise unsafe or in need of repair and provide to the Board specific recommendations regarding whether the Board should enact ordinances or change existing ordinances and policies so that this enabling legislation can be fully implemented. Supervisor Smyth seconded the motion.

Chairman Bulova relinquished the Chair to Acting-Chairman Hyland and asked to amend the motion to include an examination of the tools the Board currently has or that have been added since the blight program was first adopted for review and consideration in the Development Process Committee. This was accepted.

Discussion ensued, with input from Cynthia A. Bailey, Senior County Attorney, concerning:

- The importance of determining the impact on property owners
- The inclusion in the review of protections for the County
- Implementation of protections provided by State Code
- Not limiting the evaluation to those powers expressively given to the Board in these Code sections
- Exploring past challenges and not limit it to whether or not it would fit within the existing Code section
- Potential impact on property owners

The question was called on the motion, as amended, and it carried by a vote of nine, Supervisor Gross being absent.

ATTACHMENT 2

RESOLUTION

WHEREAS, one of the goals of the Fairfax County Board of Supervisors ("Board") is the preservation and improvement of residential neighborhoods and commercial areas; and to ensure that structures located within the County are not dilapidated, deteriorated, or otherwise violate minimum standards of health and safety; and

WHEREAS, the Board has approved the implementation of a spot blight abatement program authorized as authorized by the Code of Virginia; and

WHEREAS, it has been determined that the Fairfax County Spot Blight Abatement Program contains certain self-imposed constraints that are not otherwise required under state law; and

WHEREAS, the Board desires to repeal these self-imposed constraints by the enactment of this Resolution,

NOW THEREFORE, BE IT RESOLVED, THAT the November 18, 1996, Resolution of the Board regarding the Spot Blight Abatement Program is hereby repealed.

This Resolution shall take effect at 12:01 a.m. on December 3, 2014.

A Copy Teste:

_____

Clerk to the Board of Supervisors

Board Agenda Item
December 2, 2014

4:00 p.m.

Public Hearing on a Proposal to Amend Chapter 46 of the Fairfax County Code Regarding Public Nuisance for Fairfax County, Virginia

ISSUE:
Public Hearing for the purpose of amending several portions of Chapter 46 of the Fairfax County Code, which governs public menaces and nuisances. The proposed amendment adds certain unsafe conditions defined in state code, the Building Code and the Property Maintenance Code to the definition of public health or safety menace or public nuisance as set forth in Chapter 46. In addition, the amendment changes the existing process to prosecute such violations, and further provides that the costs to the County to remedy or repair public nuisances may be treated as tax liens.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached amendments to Chapter 46 of the Fairfax County Code, which governs public menaces and nuisances.

TIMING:
On October 28, 2014, the Board authorized advertisement of a public hearing scheduled for Tuesday, December 2, 2014 at 4:00 P.M.

BACKGROUND:
At its regular meeting on February 11, 2014, the Fairfax County Board of Supervisors ("the Board") directed staff to conduct a thorough review and analysis of State and County code provisions related to blight, public nuisance, derelict buildings, or those structures that are otherwise determined to be unsafe or in need of repair. The Board further directed staff to provide specific recommendations regarding whether the Board should enact ordinances or change existing ordinances and policies so that existing enabling legislation can be fully implemented, and to analyze whether new enabling legislation is necessary to address existing problems.

In a memorandum dated June 3, 2014, from Jeffrey Blackford, Director Department of Code Compliance and Cynthia Bailey, Senior Assistant County Attorney, staff provided the outcome of the review as requested by the Board. Additionally, staff attended the June 10, 2014 Development Process Committee meeting and addressed additional questions from the Board. Based on feedback from the Board at that time, staff is

forwarding this item for advertisement and subsequent consideration by the Board. The attached proposed amendments, if adopted, would better enable staff to address Public Health and Safety Menaces and would remove certain self-imposed limitations regarding the Fairfax County Spot Blight Abatement Ordinance, which is covered in detail in the memorandum to the Board of Supervisors dated June 3, 2014.

Public Health or Safety Menace.
On occasion a property may become so dilapidated or fall into such a state of disrepair that it constitutes a threat to public health or safety. In such instances, the Director of the Fairfax County Health Department has the authority, under Fairfax County Code § 46-1-3, to require a property owner to abate any such condition. This item seeks to amend several portions of Chapter 46 to better address this problem. First, it expands the definition of what constitutes a "public menace" and "public nuisance" to include certain unsafe conditions as defined in the Virginia Code, the Virginia Uniform Statewide Building Code, and the Virginia Maintenance Code. These include, for example, dilapidated structures, unsecured vacant structures, or structures that constitute a menace to public health and safety. The proposed amendment also changes the existing process to prosecute such violations. It provides that the County shall give notice to a property owner who is maintaining the public menace or nuisance by certified mail and by publishing a corresponding advertisement in a newspaper of general circulation for two weeks. The proposed amendment further provides that except in cases of emergency, if after such notice, a property owner fails remedy the public menace or nuisance, the County may undertake such repairs and that the costs thereof may be collect in the same manner taxes are collected.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: June 3, 2014 Blight memo
Attachment 2: Proposed amendments to Chapter 46
Attachment 3: Proposed Resolution Amending Chapter 46

STAFF:
Robert A. Stalzer, Deputy County Executive
Jeffrey L. Blackford, Director, Department of Code Compliance
Cynthia Bailey, Senior Assistant County Attorney, Office of the County Attorney
James Patteson, Director, Department of Public Works and Environmental Services
Dr. Gloria Addo-Ayensu, Director, Fairfax County Department of Health
Audrey Clark, Building Code Official, Dept. of Public Works and Environmental Services
Elizabeth Perry, Virginia Maintenance Official, Department of Code Compliance

ATTACHMENT 1

County of Fairfax, Virginia

MEMORANDUM

DATE: June 3, 2014

TO: Board of Supervisors

FROM: Jeffrey L. Blackford, Director
Department of Code Compliance

Cynthia Bailey, Senior Assistant County Attorney
Office of the County Attorney

SUBJECT: Properties that are in a State of Disrepair, Dilapidated, Public Nuisance or a Blight in the Community, February 11, 2014, Board Item 5c.

At its February 11, 2014, meeting, the Fairfax County Board of Supervisors ("the Board") directed staff to conduct a thorough review and analysis of the Virginia Code provisions related to blight, public nuisance, and derelict buildings or those that are otherwise unsafe or in need of repair. The Board further directed staff to provide specific recommendations regarding whether the Board should enact ordinances or change existing ordinances and policies so that existing enabling legislation can be fully implemented, and to analyze whether new enabling legislation is necessary to address existing problems. This memorandum is in response to the Board's directions and concerns.

Summary

Although the overwhelming majority of properties that fall into disrepair can be resolved via existing processes, every year there are about two dozen properties that stubbornly remain in a state of disrepair. When it occurs, these properties become a huge source of strife within their communities. The Code of Virginia ("the State Code"), however, offers the County some additional tools that are currently not being employed. Specifically, the State Code does not have any requirement that properties be vacant and boarded for an entire year before they can be considered for the Spot Blight Abatement Program. The State Code also allows for properties deemed to be blighted to be repaired rather than simply demolished as is current County practice. In addition, the State Code provides that costs incurred to repair certain unsafe or nuisance properties can be treated as tax liens with a super-priority, rather than as a simple judgment. Often, the only option that remains when an owner refuses to bring his or her property into compliance with existing codes is for the County to undertake these efforts. When it does so, the County should maximize the likelihood that the costs so incurred will be repaid.

This report outlines in detail i) a summary of the County's current processes for dealing with blight, property maintenance code violations, and zoning ordinance violations; (ii) available enabling legislation

Department of Code Compliance/Office of the County Attorney
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www.fairfaxcounty.gov

that the County is not currently using; and (iii) as noted above, specific recommendations to change the County's Spot Blight Abatement Program and the Fairfax County Code to maximize the County's available options and to ensure that costs incurred by the County when it chooses to repair certain properties will be repaid.

Background

As set forth more fully below, the Fairfax County Zoning Ordinance ("Zoning Ordinance"), the Virginia Property Maintenance Code ("Property Maintenance Code"), the Virginia Uniform Statewide Building Code (the "VUSBC" or "Building Code"),[1] the Spot Blight Abatement Program, and Chapter 46 of the Code of Fairfax County, Virginia ("County Code"), have been used to address property that is in disrepair, dilapidated, or that otherwise constitutes a blight on the community. Efforts to remedy these situations include fines, penalties, and substantial court action. Sometimes, however, and for a variety of reasons, some property owners remain unwilling or unable to bring their property into compliance with these codes.[2] When this happens, these properties become a huge source of strife and frustration within their communities and for staff. These properties are more than just unsightly; frequently they pose real and immediate dangers to public health, safety, and welfare.

Current enforcement tools

Property Maintenance Code and Zoning Ordinance; Civil Penalties. Many violations of the Property Maintenance Code and the Zoning Ordinance are prosecuted in the Fairfax County General District Court pursuant to a uniform schedule of civil penalties. This schedule provides that violations of the Zoning Ordinance are subject to a civil penalty of $200 for the first violation, and $500 for each subsequent violation, not to exceed $5,000.[3] *See* Va. Code Ann. § 15.2-2209; Zoning Ordinance § 18-903. Similarly, violations of the Property Maintenance Code are subject to a civil penalty of $100 for the first violation and $150 for each subsequent violation, not to exceed $3,000. County Code § 61-7-1. The civil penalty process allows violators to admit liability, prepay fines, and as such, it typically results in more timely compliance than for prosecutions initially brought in the Circuit Court. In 2013, approximately half of the total number of violations pursued via court action were pursued in the General District Court.

Property Maintenance Code and Zoning Ordinance; Injunctive Relief. Sometimes, it is clear for a variety of reasons that prosecution in the General District Court will not be effective. The property owner may be a repeat offender or the property is in such a state of disrepair that a property owner may simply conclude

[1] Virginia Code Ann. § 36-97—36-119.1 (2011 and Supp. 2013).
[2] The reasons for this recalcitrance are as diverse as the County's population: some property owners have physical or mental disabilities that hinder compliance; some have financial difficulties that make repairs cost prohibitive; some refuse to comply for political reasons; language and cultural differences can also impede compliance; others are merely negligent or have concluded that repairing and maintaining the property is not a good investment.
[3] The Board may recall that on May 14, 2013, the Board amended Article 18 of the Zoning Ordinance to establish a uniform schedule of civil penalties for all zoning violations except for violations relating to signs on public property or the public right of way.

that it is "cheaper" to incur the fines rather than fix the property. In such instances, prosecution of the Property Maintenance Code and Zoning Ordinance violations are pursued in the Circuit Court of Fairfax County ("Circuit Court"). The main advantage that the Circuit Court has over the General District Court is that injunctive relief is available.[4] For violations that are easily repeated (such as the establishment of junk yards) or for violations that are expensive to abate (for example, roof or structural repairs) the availability of injunctive relief is useful.

In the Circuit Court, once a final order is obtained, a property owner is typically granted 30-60 days to bring the property into compliance. If he or she fails to do so, a second stage of prosecution, known as a Rule to Show Cause, begins. At this stage, in addition to the injunctive relief set forth above, the Circuit Court can also impose unlimited contempt sanctions if a property owner fails to come into compliance with a final order. The standard contempt sanction initially sought by the Office of the County Attorney is $100/day for each day that a property remains in violation of the applicable codes. At this rate, costs escalate rapidly and it is not cheaper to let sanctions accrue rather than making the repairs. In unusual situations, when even the substantial sanctions imposed under the Circuit Court's contempt powers do not garner compliance, the Circuit Court will direct the County to make the repairs, and upon review, the Circuit Court will impose a judgment for the cost of those repairs. Both contempt sanctions and repair costs accrue interest at the judgment rate and are recorded among the land records. Final orders are also recorded so that they may be enforced against subsequent owners.

Criminal Prosecution. Certain violations of the Building Code are currently prosecuted criminally; the Department of Code Compliance ("DCC") brings criminal charges against unpermitted construction, and the Land Development Services Division ("LDS") of the Department of Public Works and Environmental Services ("DPWES") criminally prosecutes uncompleted construction work after occupancy. A conviction constitutes a misdemeanor punishable by a fine of not more than $2,500. Va. Code Ann. § 36-106(A). This code section also provides for an escalating regimen of fines and possible jail time for subsequent offenses, e.g., a second conviction within five years from the first conviction is punishable by not less than a fine of $1,000; a third conviction within three years may be punished by a jail sentence of up to 10 days and/or a fine of not less than $2,500. *Id.* Moreover, each day a violation continues after conviction or the court-ordered abatement period constitutes a separate offense.

Spot Blight. Properties that have fallen into a substantial state of disrepair may be addressed through the County's Spot Blight Abatement Program. *See* Va. Code Ann. §§ 36-49.1:1. In Fairfax County, to qualify for blight, a property must (i) have been vacant and boarded for at least one year; (ii) have been the subject of complaints; (iii) no longer be maintained for useful occupancy; and (iv) be in a dilapidated condition or lacking normal maintenance and upkeep. *See* November 21, 1996, Blight Abatement Resolution. A property identified for the Spot Blight Abatement Program is first referred to an inter-agency team of County staff known as the Neighborhood Enhancement Task Force ("NETF"),[5] which by

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[4] There are two kinds of injunctive relief available in the Circuit Court: (1) mandatory, which directs a property owner to abate the violations; and (2) prohibitory, which prohibits the unlawful conduct in the future.

[5] The NETF is comprised of representatives from the following Departments: Police, Fire, Health, Tax Administration, and the Sheriff's Office, and two representatives from Public Works and Environmental Services—one on behalf of the Building Code Official and one from Maintenance and Stormwater

simple majority vote determines whether a property should be entered into the program and referred to the Board for consideration. Va. Code Ann. § 36-49.1:1(B).

Once the NETF recommends that a property be considered for the Spot Blight Abatement Program, the property owner is sent written notice specifying the reasons why the property is blighted.[6] *Id.* The property owner then has 30 days to develop a written abatement plan to address the spot blight ("the Abatement Plan") within a reasonable period of time. *Id.* If the property owners fail to develop an Abatement Plan, or if the Abatement Plan is inadequate to address the spot blight, then the County may declare the property to be spot blighted. Va. Code Ann. § 36-49.1:1(C). Any such declaration of blight must be established via an ordinance. *Id.*

The County is also required to notify the property owner in writing of how the County intends to remedy the blight ("the County Plan"), and no action to remedy the blighted condition may occur until after such notice and the enactment of an ordinance. Va. Code Ann. § 36-49.1:1(D). At such time, the County can then carry out the County Plan. *Id.* The County Plan in Fairfax has been exclusively limited to demolition of the structure on the blighted property. Finally, once the County Plan has been carried out, the County is entitled to a lien on the property to recover the costs of the County Plan. Any such lien accrues interest at the judgment rate, is recorded among the land records, and is treated in all respects as a tax lien, which means that it cannot be discharged in a foreclosure sale and it is given a super-priority in any bankruptcy proceedings. *See* Va. Code Ann. § 36-49.1:1(E). It is important to note that unlike the court proceedings for enforcement of the Property Maintenance Code, the Building Code, and the Zoning Ordinance which require court action as described above, the Spot Blight Abatement Program does not involve a court proceeding prior to filing the lien.

Public Health or Safety Menace. On occasion, property may become so dilapidated or fall into such a state of disrepair that it constitutes a threat to public health or safety. In such instances, the Director of the Health Department has the authority to require a property owner to abate any such condition. *See* Fairfax County Code § 46-1-3. Use of this authority, however, is rare and is used only when the use of other codes is not effective or when the situation constitutes an emergency.

The VUSBC.[7] Many of the properties at issue in this memorandum are currently under construction, and as such, the County's ability to address the condition of these properties is inherently different than it is for properties that have an occupancy permit. First, as a practical matter, a property owner usually has strong financial incentives to finish a construction project, and accordingly, construction violations are usually remedied without resort to court action. Second, given that the ultimate goal is completion, many

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Management Division ("MSMD"). Each of these representatives has one vote. The Office of the County Attorney provides legal advice to the NETF.

[6] Property owners are also sent a notice in advance of the NETF meeting.

[7] Part I of the VUSBC regulates *new* construction and alterations to existing buildings and structures under the Virginia Construction Code. It is supervised by the Building Official in Land Development Services, DPWES. Part III of the VUSBC regulates the upkeep and maintenance of *existing* buildings and structures under the Property Maintenance Code. It is supervised by the Property Maintenance Code Official in the Department of Code Compliance. Nonetheless, the reference to "The Building Code" or the "VUSBC" herein will refer only to Part I of the VUSBC that relates to construction.

of the remedies available under the Building Code, such as fines, revocation of the building permit, or the issuance of a stop work order, thwart that goal. Moreover, the Building Code expressly provides a six month period of time before a project can be considered suspended or abandoned. VUSBC § 110.6. In a direct response to this issue, DPWES has recently started sending out automated messages to building permit holders whose permits are near this six-month expiration period. *See* attached hereto as Exhibit A, the April 10, 2014, Memorandum from County Executive Edward L. Long Jr. regarding this issue.

Enabling legislation

As set forth above, the County primarily uses three processes to address properties that are in a state of disrepair: civil proceedings in General District Court and Circuit Court and the Blight Abatement Program.[8] These processes may result in fines, contempt sanctions, demolition, and/or court-ordered repairs that either garner compliance from a property owner or bring the property into compliance by County action. There are, however, other ways and other remedies that are available to the County under the Virginia Code, and this section will detail this authority.

Criminal Prosecution. Va. Code Ann. § 36-106 authorizes *any* violation of the VUSBC to be prosecuted criminally, not just unpermitted construction and uncompleted work, which is the County's current practice. As noted above, a conviction constitutes a misdemeanor punishable by a fine of not more than $2,500. Va. Code Ann. § 36-106(A). Subsequent offenses subject a defendant to an escalating regimen of fines and possible jail time. *Id.* Each day a violation continues after conviction or the court-ordered abatement period constitutes a separate offense.

In addition, the creation or maintenance of a public nuisance may also be criminally prosecuted. Under Va. Code Ann. § 48-5, upon any such conviction, a person shall be ordered to abate the violation, or reimburse the locality for the costs of any such abatement, and may also be fined not more than $25,000.

Increased Civil Penalties. It is noted that the County's schedule of civil penalties for Property Maintenance Code violations is less than what is provided under state code. Va. Code Ann. § 36-106 permits fines of up to $350 for subsequent offenses, whereas County Code § 67-7-1 limits this amount to $150.

Public Nuisance. Va. Code Ann. § 15.2-900 provides that a public nuisance:

> [I]ncludes, but is not limited to, dangerous or unhealthy substances which have escaped, spilled, been released or which have been allowed to accumulate in or on any place and all unsafe, dangerous, or unsanitary public or private buildings, walls, or structures which constitute a menace to the health and safety or the occupants thereof or the public.

[8] It should be noted that this memorandum addresses only individual properties; separate authority exists under the Housing Authorities Law to create redevelopment and conservation areas that deal with eliminating pervasive areas of blight. *See generally,* Va. Code Ann. § 36-2 (2011).

A locality may abate, raze, or remove any such public nuisance if it "presents an imminent and immediate threat to life or property." The costs to recover any such abatement can be recovered via court action, and under Va. Code Ann. § 15.2-906(4), if those costs remain unpaid, they can "constitute a lien against such property ranking on a parity with liens for unpaid local taxes."

Repair and/or Removal of Unsafe Structures. Va. Code Ann. § 15.2-906 (Supp. 2013) allows a locality to enact an ordinance to require property owners to "remove, repair or secure any building, wall or any other structure that might endanger the public health or safety of other residents of such locality." The process outlined by this statute requires notice to the property owner and advertisement in a newspaper of general circulation, but it does not involve the court system.

This statute also provides that any repairs made by the locality would be treated as tax liens. As noted above in the discussion of the Blight Abatement Program, this treatment of such amounts as tax liens means that any costs incurred in repairing or removing an unsafe structure cannot be discharged in a foreclosure sale and will have a priority in any bankruptcy proceeding. Va. Code Ann. § 15.2-906(4). Moreover, enactment of an ordinance of this nature also allows any costs incurred in the abatement of a public nuisance under Va. Code Ann. § 15.2-900 to be similarly treated. *Id.* In addition, when violations of the Property Maintenance Code create an emergency situation or when violations of the Building Code render a property unsafe, costs incurred by the County to remedy those conditions can also be recovered under this statute. *See* Property Maintenance Code § 105.9; VUSBC § 118.5.

Repair and/or Removal of Derelict Structures. Va. Code Ann. § 15.2-907.1 (2012). This statute provides tax and fee incentives to property owners to remove or repair derelict structures. The statute defines "derelict" in relevant part, as a "structure, whether or not construction has been completed, that for a six months period of time has been (i) vacant, (ii) boarded up in accordance with the building code, and (iii) not lawfully connected to electric service from a utility service provider or not lawfully connected to any required water or sewer service from a utility service provider." Va. Code Ann. § 15.2-907.1(1). Cooperating owners may receive refunds from certain land use and building permit fees as well as 15-year real property tax rebates linked to the cost of the demolition or renovation. Va. Code Ann. § 15.2-907.1(7) and (8).

Critically, however, the authority set forth in this statute is available only to those localities that have a real estate tax abatement program. Because the County's tax abatement program was recently discontinued, this authority is not available to Fairfax County unless that real estate tax abatement program is reinstituted.

Removal or Repair of Structures Harboring Illegal Activity. Va. Code Ann. § 15.2-907 (2012) sets forth the authority for a locality to address property that constitutes "drug blight." "Drug blight" is defined as a condition on the property that tends to endanger the public health or safety of the residents of a locality caused by the regular presence on the property of persons under the influence of controlled substances or who are possessing, manufacturing, or distributing such substances. Va. Code Ann. § 15.2-907(A). Similarly, Va. Code Ann. § 15.2-908.1 (2012) sets forth the authority for a locality to address buildings or structures used for lewdness, assignation, or prostitution. Both statutes require a locality to enact an ordinance in which an owner is given notice, an opportunity to abate the drug blight or bawdy place and if

no such abatement action occurs, gives the locality authority to abate the drug blight or bawdy place at the expense of the property owner. *See* Va. Code Ann. § 15.2-907 (B); Va. Code Ann. § 15.2-908.1(B).

Spot Blight. The County's Spot Blight Abatement Program offers remedies that are substantially narrower than the authority set forth in the Virginia Code. First, the definition of "blight" is much broader under the Virginia Code than adopted by the County. As set forth above, the County Spot Blight Abatement Program is used only for property that (i) has been vacant and boarded for at least one year; (ii) has been the subject of complaints; (iii) is no longer maintained for useful occupancy; and (iv) is in a dilapidated condition or lacking normal maintenance and upkeep. *See* November 21, 1996, Blight Abatement Resolution attached hereto as Exhibit B. The enabling legislation in the Virginia Code has no such constraints. In contrast to the County definition, the Virginia Code defines "Blighted Property" as "any individual commercial, industrial, or residential structure or improvement that endangers the public's health, safety, or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards." Va. Code Ann. § 36-3. Although any such property would have to meet a minimum threshold wherein it could be said to constitute a danger or harm to the "public's health, safety or welfare," it need not meet the narrow definition set forth in the Blight Abatement Resolution, such as being vacant and boarded for one year.

Second, as a practical matter the County currently only uses the Spot Blight Abatement Program to *demolish* blighted structures. Virginia Code § 36-49.1:1 also includes the power to *repair* or *condemn* the structure. It must be noted, however, that in the context of *condemnation*, the definition of "blight" is different, and narrower than the definition set forth in Va. Code Ann. § 36-3. *See* Va. Code § 1-219.1 (defining "blighted property" for condemnation purposes as "any property that endangers the public health or safety in its condition at the time of the filing of the petition for condemnation and is (i) a public nuisance or (ii) an individual commercial, industrial, or residential structure or improvement that is beyond repair or unfit for human occupancy or use.").[9] Thus, condemnation is not available in the repair context. In addition, condemnation is not available for residential property that is occupied if it would result in the displacement of persons living in the premises, unless the property had been condemned for human habitation for more than one year. Va. Code Ann. § 1-219(F).

Finally, there is no state code requirement for the establishment of an inter-agency task force in order to recommend properties into the Spot Blight Abatement Program. Va. Code Ann. § 36-49.1:1 merely provides that the "chief executive or designee of the locality shall make a preliminary determination that a property is blighted." Va. Code Ann. § 36-49.1:1.

Thus, under the same process outlined above, the County could both repair or condemn certain structures and still garner the same protections for the costs incurred in doing so. Va. Code Ann. § 36-49.1:1(E). This process is completely independent from any judicial or court process.

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[9] This statute also makes clear that to the extent that its terms conflict with any other law, Va. Code Ann. § 1-219.1 controls. Va. Code Ann. § 1-219.1(H).

Recommendations

Properties in Fairfax County that languish in a constant state of disrepair have one feature in common: a property owner who is unwilling or unable to make the requisite repairs. The following recommendations parallel the enabling legislation outlined above.

Criminal Prosecution. The County currently criminally prosecutes anyone responsible for either unpermitted work or incomplete work. Typically, such prosecutions are against unscrupulous builders and contractors, and occasionally, home owners. Criminal sanctions for Property Maintenance Code and Zoning Ordinance violations are not, however, recommended. As noted above, some property owners are not able to bring their property into compliance due to a variety of compelling circumstances: they lack the financial means to do so, or they are mentally or physically disabled. In any event, if a property owner fails to bring his property into compliance, even after the imposition of substantial fines that are typically imposed, it seems unlikely that the threat of criminal fines or jail time will prompt compliance.

Civil Penalties. Given that staff does not recommend criminal prosecution, seeking the maximum amount of civil penalties permitted may be warranted. Again, however, the inherent nature of the problem at issue is that certain property owners do not – or due to their economic situation cannot – respond to financial sanctions; thus, it is unclear that an increase from $150 to $350 would be much more of a deterrent.

Public Nuisance/Unsafe Structures. For both types of problems, the General Assembly authorizes the County to make actual repairs, and then be able to recover the cost of such repairs as if it were a tax lien. Va. Code Ann. § 15.2-906(4). Given the increasing number of times that the County ultimately has to make repairs to bring property into compliance, it is prudent for the County to garner the maximum amount of protection for that expenditure.

To do so, certain relatively minor amendments to the County Code would be necessary because Va. Code Ann. § 15.2-906(4) is not self-executing; it requires the affirmative enactment of an ordinance. It is important to note, however, that repairs that do not remedy unsafe or dangerous conditions are not eligible for such treatment.

Repair and/or Removal of Derelict Structures. This statute is not available to the County because we do not now have a tax abatement program as it was recently discontinued by the Board. Nonetheless, it is not recommended that this authority be implemented because offering tax rebates for property owners who have maintained derelict structures appears to reward bad behavior.

Removal or Repair of Structures Harboring Illegal Activity. Fortunately, the County does not have a substantial problem with structures that harbor drug activity or houses of prostitution. Accordingly, it is not recommended that this enabling legislation be implemented.

Spot Blight. The County's existing Spot Blight Abatement Program is more restrictive than what is currently allowed by state code, and is used exclusively to demolish structures. There are instances when a property that would not otherwise constitute a public nuisance or an unsafe structure nonetheless is in such a condition of disrepair that it does create a blighted condition within a neighborhood. The current

requirements that a property be boarded, vacant, or no longer maintained for useful occupancy for one year thwarts the ability of the County to address these properties. Similarly, the County's policy that the Spot Blight Abatement Program only be used for demolition is also overly restrictive. In some situations, a property that constitutes spot blight cannot be demolished because to do so would constitute an unlawful taking; rather, the better approach would be to enact a Spot Blight Abatement Plan that would permit the County to repair the property at the owner's expense if the owner failed to do so.

Similarly, there may also be situations when actually taking the property by eminent domain would be advisable. Indeed, the new constitutional amendment regarding eminent domain makes clear that the elimination of a public nuisance is a public purpose. Va. Const. Art. I, § 11. No existing policy permits such action.

There are at least two important caveats to any such changes in the existing Spot Blight Abatement Program. First, it is strongly recommended that if the Board is inclined to liberalize what may constitute spot blight, any decision to place a property in the Spot Blight Abatement Program remain with the NETF. This committee, comprised of representatives from a variety of County agencies, can ensure that objective criteria and standards are developed and applied before a property can be identified for the Spot Blight Abatement Program. Second, staff is not recommending that the County routinely repair or renovate private property. Indeed, even in the unusual situations when such action is desirable, significant County resources are expended to effectuate a repair project. A scope of work must be developed, the project must be bid, and the actual construction project must be monitored and managed—all of which consumes valuable staff time. Any decision to expand County repair efforts would have a significant fiscal impact that the Board must consider. It is anticipated that repairing even two dozen properties a year would require the hiring of additional staff and associated support resources. And although the cost of repairs would ultimately be charged to the property owner, the statute does not permit that any administrative costs could similarly be passed to the property owner.

New Legislation. The processes available to counties to abate nuisance properties are much more complicated than for municipal corporations. For example, municipal corporations do not have the same requirement to affirmatively enact an ordinance in order to abate certain nuisances. *Compare* Va. Code Ann. § 15.2-1115 *with* Va. Code Ann. § 15.2-906. It is not clear why the code makes this distinction, and seeking an amendment to Va. Code Ann. § 15.2-1115 so that it applies to all localities is advisable.

Currently, the super-priority afforded to County-incurred costs applies only when the property has been deemed blighted or when the needed repairs are to structures that are unsafe or dangerous to health and safety. *See* Va. Code Ann. § 15.2-900 (public nuisance requires a danger or menace to health and safety); Va. Code Ann. § 15.2-906 (remedying of dangerous conditions); Property Maintenance Code § 105.9 (remedying of emergencies); VUSBC § 118.5 (remedying of unsafe structures). There are many times when a property is in a substantial state of disrepair, but it does not quite rise to the level of being unsafe. If the County is required to make these repairs, the costs for doing so should also be treated as a tax lien and be given super-priority treatment.

Conclusion

Although the vast majority of properties that are in a state of disrepair are ultimately repaired by their owners, some property owners simply cannot or will not make such repairs. In such unusual instances, the County is the only entity that can step in and do the work. Currently, when the County undertakes such work, the costs of doing so are not fully protected. In many instances, the Virginia Code allows such costs to be treated as tax liens, and the County should take advantage of that protection. Doing so would require fairly modest amendments to the County Code. Similarly, there are instances when the Spot Blight Abatement Program could be used for more than just the demolition of buildings and structures. Although any expansion of this Program would have to be carefully reviewed, it offers another tool to address those properties that are in a constant state of disrepair.

Attachments: Exhibit A: April 10, 2014, Memorandum from County Executive Edward L. Long Jr.
Exhibit B: November 21, 1996, Blight Abatement Resolution
February 11, 2014 Board Matter

cc: Edward L. Long Jr., County Executive
Robert A. Stalzer, Deputy County Executive
Patricia D. Harrison, Deputy County Executive
David P. Bobzien, County Attorney
Dr. Gloria Addo-Ayensu, Director, Fairfax County Health Department
James W. Patteson, Director, Department of Public Works and Environmental Services
Pieter Sheehan, Director, Division of Environmental Health, Fairfax County Health Department
Audrey Clark, Acting Director, Land Development Services, DPWES

Exhibit A

County of Fairfax, Virginia

MEMORANDUM

DATE: APR 10 2014

TO: Board of Supervisors

FROM: Edward L. Long Jr.
County Executive

SUBJECT: Automated Notifications of Permit Expiration

Throughout the County, certain residential projects have languished in a state of incomplete construction for several years under building permits with approved extensions. These slowed or stalled projects have been the subject of complaints and neighborhood concerns pertaining to property values, criminal activity and raise questions about why the Building Official would extend the permits for such projects. The Uniform Statewide Building Code authorizes the Building Official to issue permit extensions as long as evidence of construction activity is provided to staff. Such evidence may include receipts for materials purchased, delivery manifest, or inspection reports that prove substantive progress has been made.

In a July 15, 2013 memorandum to the Board of Supervisors, staff outlined a plan to implement automated email notifications in the Fairfax Inspections Database Online (FIDO) system to improve permit holder awareness of permit timing restrictions and help promote more expedient project completion. Staff has completed the implementation of this initiative.

When a permit is nearing the six-month expiration threshold, FIDO will send an automated message (sample attached) to the permit holder(s) notifying them that their permit may be revoked and giving them further information regarding permit extension requirements. The messages will be automatically sent 30 days prior to the permit expiration date.

If you have any questions or need additional information, please contact James Patteson or Audrey Clark at 703-324-5033.

Attachments: Sample Automated Email
July 15, 2013 Memo to the Board

cc: Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services
Audrey Clark, Building Official
Jeffrey L. Blackford, Director, Department of Code Compliance

Office of the County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035-0066
703-324-2531, TTY: 703-222-5494, Fax: 703-324-3956

Fairfax County Permit Expiration Notification

The subject and text below is a sample email that is being sent automatically through the Fairfax Inspections Database Online (FIDO) system.

Subject

Fairfax County Permit Expiration Notification

Text

Permit Number: 132830092
Permit Type: PLUMBING R
Permit Description: lawn irrigration system
Address: 7206 WARBLER LANE, MCLEAN, VA

Date of Issuance: 10-10-2013
Current Expiration Date: 04-10-2014

The building permit referenced above is set to expire on the date noted due to inactivity. Pursuant to the Virginia Uniform Statewide Building Code, the Building Official of Fairfax County has the authority to revoke building permits if work has not begun within six months of its issuance or if work has been abandoned for six month.

To extend the expiration date of a permit, the applicant must request an inspection or submit a written request to the Building Official with evidence that substantial work has been performed within the last six months.

If you have completed work and wish to extend your permit, prior to the expiration date noted above schedule an inspection or send a written request to dpwesbuildingpermits@fairfaxcounty.gov or to:

Permit Application Center
12055 Government Center Parkway
Fairfax, VA 22035-5504

Failure to obtain the minimum required inspections is a violation of Virginia law and can result in legal action.

For additional information or questions regarding this permit please contact 703-222-0801, TTY 711. Please visit fairfaxcounty.gov/buildingpermits to check the status of your permit or to schedule an inspection.

County of Fairfax, Virginia

MEMORANDUM

DATE: JUL 15 2013

TO: Board of Supervisors

FROM: Edward L. Long Jr.
County Executive

SUBJECT: January 29, 2013, Board Item 1c - Code Enforcement Pertaining to Incomplete Construction Projects and Building Permit Extensions

At the January 29, 2013, Board of Supervisors' meeting, Supervisor McKay inquired about the Board's authority to limit the extension of building permits (see attached board matter). Throughout the County, certain residential projects have languished in a state of incomplete construction for several years under building permits with approved extensions. These slowed or stalled projects have been the subject of complaints and neighborhood concerns pertaining to property values, criminal activity and fire risk and raise questions about why the Building Official would extend the permits for such projects. After reevaluating the procedures for permit extensions, the Building Official has identified ways to fine-tune the process and coordinate with Board members regarding sensitive projects.

Part I of the Virginia Uniform Statewide Building Code (USBC) regulates *new* construction and alterations to existing buildings and structures under the Virginia Construction Code as supervised by the Building Official in Land Development Services/Department of Public Works and Environmental Services. Part III of the USBC regulates the upkeep and maintenance of *existing* buildings and structures under the Virginia Maintenance Code as supervised by the Property Maintenance Code Official (PMCO) in the Department of Code Compliance (DCC). This distinction of authority is relevant in addressing the Board's concerns.

The USBC permits the Building Official to revoke a building permit if the work authorized therein has not begun within six months of its issuance or if the work has been abandoned for six months. Conversely, the Building Official has the authority to issue permit extensions for up to one year as long as evidence of construction activity is provided to staff. Such evidence may include receipts for materials purchased, delivery manifests, or engineering reports that prove activity had taken place within the six-month window. Additionally, the Building Official has the authority to limit the timeframe for the construction of a residential project by revoking the permit three years after issuance.

The intent of the USBC is to gain compliance with the USBC so buildings and structures can be built safely and economically. Therefore, before revoking a permit, careful consideration is given to the intent and ability of the permit holder to complete the work and the potential impact to the neighborhood. In cases where the permit has been revoked, the permit holder may reapply for a

new permit that would, in most cases, require an updated design and related plans showing compliance with the current code. When these conditions are met, the Building Official must issue the new permit, at which time the six-month timeframe begins again. Consequently, revoking the permit does not necessarily accelerate project completion. In these situations, staff has experienced greater success with bringing projects to completion while working with permit holders under their existing permits rather than revoking them and requiring new permits under the current and more restrictive code.

Staff is sensitive to the community's need for a balanced approach to permit extensions. Planned enhancements of the Fairfax Inspections Database Online (FIDO) system include automated email notifications of permit expiration. When implemented, the notifications would improve permit holder awareness of permit timing restrictions and help promote more expedient project completion. When a permit reaches the six-month or three-year threshold, FIDO would email the permit holders(s) notifying them that their permit may be revoked and giving them further information regarding permit extension requirements.

The Building Official proposes to work with Board Members on a case-by-case basis for challenging projects. Once identified, staff would be able to review the project's completion history and make contact with the permit holder to discuss proactive options to move the project forward. If the Building Official subsequently revokes the permit, the condition of the property then becomes a maintenance issue which can then be referred to and enforced by the PMCO in DCC. The PMCO will typically issue a notice of violation requiring remediation of the violation(s) within 30 days. The remedy would require the permit holder to complete the project, return the structure to its original condition, or demolish the entire structure. All options require a building permit under the current code in order to abate the violation. As such, once the permit is issued, the six-month timeframe begins again. If compliance cannot be obtained, the PMCO refers the property for legal action. As a practical matter, if a project has stalled because the (former) permit holder lacks the necessary funding to complete the project, gaining compliance through legal action may still be a challenge. Clearing maintenance violations often costs a substantial amount of money, which complicates the process of obtaining compliance.

It should also be noted that decisions by the Building Official, PMCO and their respective technical assistants working on their behalf, can be appealed to the Local Board of Building Code Appeals, the State Technical Review Board, and the state court system within a specific timeframe. Therefore, fair and consistent application of the USBC is essential to avoid excessive appeals.

Attached: Board Matter

cc: Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services
Michelle Brickner, Building Official
Jeffrey L. Blackford, Director, Department of Code Compliance

Departments of Transportation and the Department of Management and Budget (DMB). Those goals are set forth on page 26 of the Report.

Therefore, Supervisor Foust moved that the Board adopt the January 2013 Quarterly Report of the Office of Financial and Program Audit, and approve the list of study areas to be included in the work program of the Office of Financial and Program Audit as contained in his written Board Matter. Supervisor Gross seconded the motion and it carried by unanimous vote.

Supervisor Foust moved that the Board direct staff to report with recommendations regarding the nature and costs of the Silver Line CNPAs, noted earlier, and their impact on the Project budget. The recommendations should contain alternatives aimed at relieving the Project Funding Partners (both the County and Toll Road users) of these costs. The completed reported is requested by March 1, 2013. Supervisor Herrity and Chairman Bulova jointly seconded the motion and it carried by unanimous vote.

Supervisor Foust moved that the Board direct staff to consider and implement as appropriate, the best practices and recommendations made by the Auditor of the Board as part of the County Executive's Restoring Fiscal Stability Work Plan for CSB contained in this report. Supervisor Hyland seconded the motion and it carried by unanimous vote.

Supervisor Foust moved that the Board concur with the goals established by the Department of Transportation and the Department of Management and Budget for the management of the Northern Virginia Transportation Commission County Trust Funds as set forth on page 26 of the OFPA report. Supervisor McKay seconded the motion. Following a brief discussion regarding the motion, the question was called on the motion and it **CARRIED** by a recorded vote of nine, Supervisor Herrity voting "NAY."

PMH:pmh

53. **CODE ENFORCEMENT** (6:10 p.m.)

Supervisor McKay said that the County has made significant strides in streamlining code enforcement and making it more responsive to community needs. The General Assembly has supported the Board's efforts by passing legislation that reduced appeal periods on some zoning violations from 30 to 10 days, saved time by immediately posting violations on the property instead of mailing notices, and made inspection warrants easier to obtain.

However, there is an outstanding area where there are deficiencies, specifically in the building code. Currently, upon written request by the holder of a building permit, the County building official may grant one or more extensions of time, not to exceed one year per extension. In the Lee District, as well as across the County, these extensions can leave communities with partially built structures that

are both eyesores and hazards. There are several such properties in Lee District – the Calamo Street and Grace Street examples are well known – where unfinished structures have been the subject of neighborhood complaints for many years. The impact of these unfinished structures on a community is more than cosmetic. They affect property values, invite criminal activity, vagrants and squatters, and animal infestation. Furthermore, they can be a fire risk. They send a message that the community doesn't care and that the County cannot or will not enforce its zoning and building code. It is time to tighten up unlimited building permits and extensions.

Therefore, Supervisor McKay asked unanimous consent that the Board direct the County Attorney to review the Board's ability to act in this matter and report on whether it can limit building permit extensions or if it needs General Assembly enabling authority. Should the Board already have the authority to act, Supervisor McKay asked unanimous consent that the Board direct staff to report with recommendations for updating the building permit and permit extension process. Without objection, it was so ordered.

54. **REQUEST FOR RECOGNITION** (6:10 p.m.)

Supervisor McKay said that in the large and increasingly urban County, the job of keeping residential properties from deteriorating into dangerous storage lots and junkyards is an ongoing challenge overseen by the Department of Code Compliance, the Department of Solid Waste Collection and Recycling and the Department of Public Works and Environmental Services, Storm Water Management Division.

One such junkyard property in Lee District was in an area zoned R-1 and was originally estimated to have 375 vehicles parked on site in various states of disrepair, junk yard dogs, feral cats, oil and gasoline, old appliances and a steel girder bridge used to get across portions of the property. With all this, there was no residential structure left on the property.

After years of attempts to make the property owner clean up the site, legal action, fines, and finally the prospect of jail, it became clear that the owner could not or would not meet the timeline for compliance. At that point the County took on the site cleanup. The County Attorney obtained a court order to allow staff to clear the property and perform environmentally safe cleanup so that the land might be restored to a green space. Now the owner is required to build a residence on the site before returning anything to the property.

After this final clearing of the property, the tally of materials removed is impressive: almost 20 tons of auto parts, old appliances and scrap metal, six and a half tons of tires, 135 tons of trash and debris, 200 gallons of oil and 150 gallons of gasoline.

Approved by the Board of Supervisors, November 18, 1996, and by the Redevelopment Housing Authority, (RHA) on November 21, 1996.

Additional information

We will take referrals by telephone and do not require that the caller identify himself/herself. We do not require documentation but need, at a minimum, a street address of the potentially blighted property. any other pertinent information we can get at the time will be added to the file. We explain clearly that a referral does not automatically put a property on the blight list. The caller is told that staff will investigate the property, review County files for a history of violations or complaints and, if the property meets the definition of blight it will be referred to the FCRHA for a determination of blight. (Note: HCD is currently considering more than sixty previous referrals. Therefore it could be January before new properties are investigated.) At the time the FCRHA makes a blight determination and the property is officially added to the blighted properties list, the owner will be notified of the determination and the actions which will be taken.

Properties are considered blighted in accordance with Section 36-49 of the Code of Virginia, as amended, due to "dilapidation, obsolescence, overcrowding, faulty arrangement of design, lack of ventilation, light and sanitary facilities, excessive land covetage, deleterious land use or obsolete layout, or any combination of these or other factors." The code also requires that properties be shown to be "detrimental to the safety, health, morals or welfare of the community" by reason of such dilapidation.
A property can be considered "blighted" if it meets all of the following conditions:

1. *It has been vacant and boarded for at least one year.*
2. *It has been the subject of complaints.*
3. *It is no longer being maintained for useful occupancy.*
4. *It is in dilapidated condition or lacks normal maintenance and upkeep.*

Referrals or questions should be forwarded to:

Kathleen A. Mitchell, Director
or
Gordon Goodlett
Revitalization Division
Department of Housing and Community Development
3700 Pender Drive
Fairfax, VA 22030-7444
Phone: (703) 246-5171
Fax: (703) 246-5110

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5c. **PROPERTIES THAT ARE IN A STATE OF DISREPAIR, DILAPIDATED, PUBLIC NUISANCE OR A BLIGHT IN THE COMMUNITY** (11:59 a.m.)

STALZER/BOBZIEN

In a joint Board Matter with Supervisor Smyth, Supervisor Foust noted that there are times in the County when some properties languish in a constant state of disrepair, are dilapidated, constitute a public nuisance or are otherwise a blight on the community. Efforts to remedy these situations include fines, penalties, and substantial court action, but for a variety of reasons, some property owners remain unwilling or unable to bring their property into compliance with the Zoning Ordinance, the Property Maintenance Code, or the Building Code. When this happens, these properties become a huge source of strife and frustration within their communities and for staff. These properties are more than just unsightly; frequently they pose real and immediate dangers to public health, safety, and welfare.

Supervisor Foust said that it recently come to his attention that the Virginia Code offers localities certain tools to address properties that are not being employed in the County. Specifically, Virginia Code Section 15.2-906 permits localities to remove or repair any structure that endangers the public health or safety and to recover the costs for doing so. Similarly, Virginia Code Section 15.2-907.1 allows localities to offer tax rebates for the repair or removal of certain buildings that have been vacant and boarded up for longer than six months. Finally, even the County's existing Blight Program includes conditions not required by the State Code; For example, there is no requirement in the State Code that a property be vacant and boarded for a year in order to be considered a blighted property, yet the County currently includes this criteria before a property can be deemed blighted. As such, the Blight Program cannot be used to address some of these longstanding problem properties.

There are many times in local government that the County is not able to address a problem because under the Dillon Rule, the County has not been given adequate authority from the General Assembly. Here, however, there are tools given to the County by Richmond that it appears it isn't adequately using. Certainly, no one is advocating that the County should routinely get in the business of repairing private property, but when every other reasonable effort fails, the County shouldn't hamstring itself from using more aggressive tools, particularly when those tools are clearly available.

Accordingly, Supervisor Foust moved, on behalf of himself and Supervisor Smyth, that the Board direct staff to conduct a thorough review and analysis of Virginia Code sections related to blight, public nuisance, derelict buildings, or those that are otherwise unsafe or in need of repair and provide to the Board specific recommendations regarding whether the Board should enact ordinances or change existing ordinances and policies so that this enabling legislation can be fully implemented. Supervisor Smyth seconded the motion.

Chairman Bulova relinquished the Chair to Acting-Chairman Hyland and asked to amend the motion to include an examination of the tools the Board currently has or that have been added since the blight program was first adopted for review and consideration in the Development Process Committee. This was accepted.

Discussion ensued, with input from Cynthia A. Bailey, Senior County Attorney, concerning:

- The importance of determining the impact on property owners
- The inclusion in the review of protections for the County
- Implementation of protections provided by State Code
- Not limiting the evaluation to those powers expressively given to the Board in these Code sections
- Exploring past challenges and not limit it to whether or not it would fit within the existing Code section
- Potential impact on property owners

The question was called on the motion, as amended, and it carried by a vote of nine, Supervisor Gross being absent.

Chapter 46: **HEALTH OR SAFETY MENACES**

Section 46-1-1. - Definitions.
Section 46-1-2. - Inspection for health or safety menaces.
Section 46-1-3. - Abatement of health or safety menaces ~~generally~~.
~~**Section 46-1-4.** - Failure to abate a health or safety menace.~~
Section 46-1-5~~4~~. - Hearing and appeals procedure.
~~**Section 46-1-6.** - Penalty~~.

Section 46-1-1. - Definitions.

(a) A *public health or safety menace* ~~*or public nuisance*~~ means any condition which might endanger the health or safety of the public, including but not limited to:

(1) Unsanitary or improper storage or disposal of trash, garbage, refuse, debris, other solid waste or hazardous waste;

(2) Unburied dead animals;

(3) Accumulation of water causing mosquito or other vector breeding or proliferation;

(4) Rodent or insect infestation;

(5) Accumulation of bees, fowl or animals in such a manner to create a condition that may be injurious to the public health or safety;

(6) Hazards such as open excavations, open wells, pits, trees or parts thereof in danger of falling, ~~discarded refrigerators and freezers with doors attached, unsecured vacant structures~~, or habitation for bats, wasps or other venomous pests;

(7) Garbage which is not contained in a water-tight, rodent-proof container which is equipped with a tight-fitting lid;

(8) Improper disposal of medical, dental, veterinary or pharmaceutical equipment or supplies, including but not limited to syringes, needles, scalpels, and blades or other medicinal items in solid or liquid form, in such a manner as to make it possible for any other person to retrieve and utilize said equipment or supplies;

(9) Any building or structure that is deteriorated, improperly maintained, of faulty construction, deficient in adequate exit facilities, a fire hazard, or dangerous to life or the public welfare, or both;

(10) Any building or structure that is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation that partial or complete collapse is likely;

(11) Any unsecured or open vacant structure.

(12) Any structure that is determined to be dangerous to the occupants or the public because of the degree to which the structure is in disrepair or lacks maintenance, ventilation, illumination, sanitary or heating facilities or other essential equipment or if the required plumbing and sanitary facilities are inoperable.

(~~9~~13) Any other condition that may be injurious to the public health or safety.

(b) *County Executive* shall mean the County Executive or his designee.

(c) *Director* shall mean the Director of the Health Department ~~Services~~ or his designee.

~~(d) *Director of the Department of Public Works and Environmental Services or his designee* shall mean the designee of the Director responsible for the enforcement of the hazardous tree provision of this Chapter.~~

(d) *Code Official* shall mean the Building Code Official or the Property Maintenance Code Official as applicable or his designee.

(e) *Disposal* means the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that such solid waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, include groundwaters.

(f) *Hazardous waste* means a solid waste or combination of solid waste which, because of its quantity, concentration or physical, chemical or infectious characteristics, may:

(1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating illness; or

(2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

(g) *Occupant* shall include the lessee of vacant land.

(h) *Public nuisance* means, but is not limited to, dangerous or unhealthy substances which have escaped, spilled, been released or which have been allowed to accumulate in or on any place and all unsafe, dangerous, or unsanitary public or private buildings, walls or structures which constitute a menace to the health and safety of the occupants thereof or the public.

(~~h~~i) *Sanitary landfill* means a disposal facility for solid waste so located, designed and operated that it does not pose a substantial present or potential hazard to human health or the environment, including pollution of air, land, surface water or groundwater.

(~~i~~j) *Solid waste* means any garbage, refuse, sludge and other discarded material, including solid, liquid, semisolid or contained gaseous material, resulting from industrial, commercial, mining and agricultural operations and from community activities, but does not include (i) solid or dissolved material in domestic sewage (ii) solid or dissolved material in irrigation return flows or in industrial discharges which are sources subject to a permit from the State Water Control Board, or (iii) source, special nuclear, or byproduct material as defined by the Federal Atomic Energy Act of 1954, as amended. (6-7-61; 1961 Code, § 15A-1; 4-78-46; 39-88-46; 3-92-46; 78-08-46.)

Section 46-1-2. - Inspection for health or safety menaces.

The Director is authorized to inspect occupied or vacant land or premises to ascertain the existence of health or safety menaces on such land or premises. The Director shall inspect the land or premises at reasonable daylight times in a reasonable manner. If the owner or occupant of the land or premises denies the Director free access for such purposes, the Director may inspect after obtaining a search warrant. (6-14-61, § 8; 1961 Code, § 15B-3; 36-74-15B; 4-78-46; 39-88-46.)

Section 46-1-3. - Abatement of health or safety menaces ~~generally~~.

(a) When any condition that constitutes a public health or safety menace is found on occupied or vacant land or premises, the Director shall notify in writing the owner or occupant of the land or premises on which the condition exists and/or any other person who he believes is responsible for the health or safety menace. Such notice shall contain a description of the health or safety menace and~~;~~ the time within which the menace shall be abated, corrected or eliminated.

(b) Any such notice shall be ~~; and a statement that the owner, occupant or other person responsible may request a hearing within ten (10) days of the receipt of the notice. Notice~~ (i) sent by registered or certified mail, return receipt requested, to the last-known address of the owner whose name is shown on the current real estate tax assessment records, or the occupant, or any other identified person responsible; and (ii) published once a week for two successive weeks in a newspaper having general circulation within the County.

(c) The County shall not take any action to remove, repair, or secure any building, wall, or other structure or to otherwise abate any public health or safety menace for at least 30 days following the later of the return of the certified mail receipt or the newspaper publication, except that the County may take action to prevent unauthorized access to the building or location of the public menace or nuisance within seven days of such notice if the condition is deemed to pose a significant threat to public safety, and that fact was stated in the notice. ~~Shall be deemed compliance with the notice requirement to the person responsible.~~ Nothing herein shall prevent the County from correcting or abating any condition determined by the Director to constitute an emergency.

~~(b) Upon receipt of the written notice from the Director, the owner, occupant or other person responsible shall abate, correct or health or safety menace. The amount of time allowed to abate, correct or eliminate the health or safety menace condition shall be determined by the Direct, and shall not be less than twenty-four (24) hours nor more than ten (10) days. If the Director determines that the menace cannot be abated, corrected or eliminated within ten (10) days, the Director may order temporary abatement measures and allow a longer period of time to abate, correct or eliminate the condition. The Director may allow such a longer period of time only upon request of the owner, occupant or other person responsible and only upon a good faith showing that such longer period of time is. (6-7-61; 1961 Code, § 15A-2, 15A-3; 3-10-71; 4-78; 4-78-46; 39-88-46.)~~

(d) Upon compliance with the notice provisions of this section, and except in the case of an emergency if the County, through its own agents or employees, removes, repairs, or secures any building, wall, or any other structure, or removes, corrects, or abates any condition that constitutes a public menace or public nuisance, then the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the County in the same manner that taxes are collected. Any such costs or expenses that remain unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and may be enforced in the same manner as provided in Article 3 and Chapter 39 of Title 58.1 of the Virginia Code, and as the same may be amended.

(e) Any lien as set forth herein may be waived by the Director only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

~~**Section 46-1-4. Failure to abate a health or safety menace.**~~

~~(a) After receipt of the written notice, it is unlawful for the owner, occupant or other person responsible to fail to abate, correct or eliminate the health or safety menace within the time determined by the Director.~~

~~(b) If the written notice is undeliverable, or if after receipt of the written notice, the owner, occupant or other person responsible fails to abate, correct or eliminate the health or safety menace, the Director may request the Director of the Department of Public Works and Environmental Services to take reasonable steps to abate, correct or eliminate the health or safety menace whether the land or premises are occupied or vacant. If the owner, occupant or other person responsible denies free access for such purposes, the Director may proceed after obtaining a warrant. Costs and expenses incurred by the Director in abating, correcting or eliminating a health or safety menace on private property shall be assessed against the owner and/or occupant of the land or premises and/or any other person responsible for the health or safety menace, and shall be recoverable from the owner in the same way as taxes and levies. Costs and expenses incurred by the Director in abating, correcting or eliminating a health or safety menace on public property shall be recoverable from the person or persons responsible for causing the health or safety menace. (6-7-61; 9-11-68; 1961 Code, §§ 15A-3, 15A-4; 3-10-71; 4-78-46; 39-88-46; 78-08-46.)~~

Section 46-1-~~5~~4. - Hearing and appeals procedure.

(a) In the case of an emergency, the Director may request the Director of the Department of Public Works and Environmental Services or Code Official to take reasonable steps to abate, correct or eliminate the health or safety menace without providing the owner, occupant or other person responsible an opportunity to be heard until after the health or safety menace is abated, corrected or eliminated. In such an emergency, the property owner or other responsible party may request a hearing within ten days after the condition is abated, corrected or eliminated.

(b) In the absence of an emergency, the Director may request the Director of the Department of Public Works and Environmental Services or Code Official to take reasonable steps to abate, correct or eliminate the health or safety menace only after providing the owner or occupant or other person responsible with the notice set forth herein and an opportunity to be heard. Such a hearing request shall be made within ten days after receipt by the owner, occupant or other person responsible of the notice to abate, correct or eliminate the health or safety menace. ~~In the case of an emergency, the Director may request the Director of the Department of Public Works and Environmental Services to take reasonable steps to abate, correct or eliminate the health or safety menace without providing the owner, occupant or other person responsible an opportunity to be heard until after the health or safety menace is abated, corrected or eliminated. In such an emergency the hearing request shall be made within ten days after the condition is abated, corrected or~~

~~eliminated.~~

(c) All hearing requests shall be in writing and directed to the Director, who shall forward the requests to the County Executive within two days of receipt. All hearings shall be before the County Executive or his designee. The County Executive shall set a time and place for the hearing, which shall occur within ten days of the request for the hearing, and shall so notify the Director and appellant. After the hearing, the County Executive may order the appellant to abate, correct or eliminate the health or safety menace in the same manner as the Director may require. Any person who fails, refuses or neglects to comply with any such order shall be guilty violating the provisions of this Chapter. (6 14 61, ~~§ 10~~; 1951 15B 20; 4 78 46; 39 88 46; 78 08 46.) Any request for a hearing as set forth herein shall be in addition to, and not in lieu of, any other hearing required under any other provision of Virginia law.

~~Section 46-1-6. Penalty.~~
~~If after receipt of the written notice or an order from the County Executive, the owner, occupant or other person responsible refuses or neglects to abate, correct or eliminate the condition as required, such individual shall, upon conviction, be guilty of a Class 2 misdemeanor as provided in Section 1-1-14 of the Fairfax County Code, with penalty as provided therein or of confinement in jail for not more than six (6) months and a fine of not more than Five Hundred Dollars ($500.00), either or both. Further, each day any violations of this Chapter shall continue shall constitute a separate offense.~~

ATTACHMENT 3

RESOLUTION

WHEREAS, one of the goals of the Fairfax County Board of Supervisors ("Board") is the preservation and improvement of residential neighborhoods and commercial areas, and to address and eliminate unsafe conditions, public menaces and public nuisances within Fairfax County; and

WHEREAS, the Board has previously approved the implementation of Ch. 46 of the County Code which addresses such unsafe conditions, menaces, and nuisances; and

WHEREAS, it has been determined that Ch. 46 of the Fairfax County Code needs to be expanded and amended to incorporate certain other unsafe conditions and public nuisances as defined in the State Code, the Building Code, and the Property Maintenance Code, and to amend the current process to prosecute all such public menaces, unsafe conditions, and public nuisances; and

WHEREAS, the Board desires to amend Ch. 46 of the Fairfax County Code by the enactment of this Resolution,

NOW THEREFORE, BE IT RESOLVED, THAT Ch. 46 of the Fairfax County Code is amended by the Board as hereby approved.

This Resolution shall take effect at 12:01 a.m. on December 3, 2014.

A Copy Teste:

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Clerk to the Board of Supervisors

Board Agenda Item
December 2, 2014

4:00 p.m.

Public Hearing on SE 2013-DR-019 (CWS VII, LLC & The Trustees of Andrew Chapel United Methodist Church) to Permit Church and Nursery School Child Care Center with a Total Enrollment of 99 Children, and a Telecommunications Facility With a 120 Foot Tall Tower, Located on Approximately 7.01 Acres of Land Zoned R-1 (Dranesville District)

This property is located at 1301 Trap Road, Vienna, 22182. Tax Map 19-4 ((1)) 47.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 12, 2014, the Planning Commission voted 12-0 to recommend to the Board of Supervisors approval of SE 2013-DR-019, subject to the Development Conditions dated October 14, 2014, contained in Appendix 1 to the staff report and the modification of Section 13-303 and 13-304 of the Zoning Ordinance for transitional screening and barrier requirements to permit the landscaping and barriers, as shown on the Special Exception Plat.

In a related action, the Commission voted 12-0 to approve 2232-D13-9. The Commission noted that the application satisfies the criteria of location, character, and extent, as specified in Section 15-2.2232 of the *Code of Virginia*, and therefore is substantially in accord with the provisions of the Comprehensive Plan.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467292.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Carmen Bishop, Planner, DPZ

SE 2013-DR-019/2232-D-13-9 – CWS VII, LLC & THE TRUSTEES OF ANDREW UNITED METHODIST CHURCH

Decision Only During Commission Matters
(Public Hearing held on October 30, 2014)

Commissioner Ulfelder: Thank you, Mr. Chairman. This evening we have a decision only for a concurrent 2232 and Special Exception application for a telecommunications tower disguised as a 120-foot tall bell tower and approval to permit an existing church with a nursery school as a Special Exception use, whereas it is now approved as a Special Permit use. The telecommunications facility is on property owned by the Andrew Chapel United Methodist Church on Route 7 at the intersection with Trap Road. This application has been in the works since mid-2013 before I joined the Commission and has gone through a number of changes and revisions on route to the Planning Commission and to the Board of Supervisors. During this time, it also has been the focus of various open meetings with members of the church and residents of the surrounding neighborhoods, as well as several balloon flies to demonstrate the proposed height of the telecommunication facility. Many questions were asked and various concerns were voiced. As the application moved through the County review process with a few fits and starts, some members of the adjacent Shouse Village Neighborhood formed a group, Stop Andrew Chapel Cell Tower (SACCT), to express their opposition to the proposed tower. I have attended meetings to understand the support and opposition to this application. We have also received voluminous amounts of correspondence and other material in connection with this application. The SACCT group in particular has raised a wide range of issues and arguments – and has submitted detailed materials in support of their position. They have argued strenuously that as proposed – as proposed, the bell tower telecommunications facility is massive, ugly, offensive, and would be a visual blight on their community and the surrounding area that will lower their property values. For the reasons that follow, I am not persuaded by these arguments. Our decision on the 2232 application is guided by the Comprehensive Plan and, in particular, Objectives 42 and 43 of the Policy Plan Element of the Comprehensive Plan under Mobile and Land-Based Telecommunications Services. Under *Virginia Code* 15.2232, we must determine whether the location, character, and extent of the proposed bell tower at its proposed location is substantially in accordance with the Plan. After carefully reviewing the application, staff report, and the other materials and arguments submitted for the record, I have concluded that this application substantially conforms to the Comprehensive Plan. Staff has thoroughly articulated the grounds for approval thoroughly in the staff report so I will refrain from reiterating all of those points here. I will, however, briefly highlight some of the factors leading to this decision. First, the application does propose construction of a new tower while Objective 42, Policy A, encourages avoiding construction of new structures. I am familiar with this area and am satisfied with the applicant's conclusion that there are no existing tall structures available to address coverage and capacity needs in the target area. There is one existing facility at the Providence Baptist Church, which is approximately a half mile to the east of the proposed bell tower. Verizon Wireless' engineer makes it clear that the steeple facility, with antenna space at approximately 55 feet, is too low to provide the same coverage to the target area. I think it is important to note that, in any event, there is only one slot available at the Providence Baptist Church and no room to co-locate as many as three additional carriers, which could be

accommodated at the proposed Andrew Chapel bell tower. When existing structures are not available or co-location is not appropriate because of service needs, Objective 42, Policy B, recommends locating new structures on properties that provide the greatest opportunity to conceal the facilities and minimize visual impact. The applicants have proposed to locate the bell tower on a 7-acre parcel of property in a location that maximizes the distance between the facility and residential properties. Other than the Covance property across the street that was not interested in hosting a telecommunications facility, the subject property is one of the larger parcels of property in this vicinity. The size of the parcel allows for substantial setbacks of the tower that would be impossible on a smaller lot. Further, the proposed tower and supporting equipment structures have been relocated on the property, relative to prior applications, in order to reduce visibility from certain locations. The facility's proposed siting near Leesburg Pike also allows this major arterial to provide additional buffering to properties across and in the vicinity of Leesburg Pike. In fact, disguised as a bell tower, it will not be readily apparent to anyone driving past on Route 7 or in the area that it is, in fact, a telecommunications facility bristling with antennas. Thus, in many respects, it is visually similar to the bell tower telecommunications facility located at the Dranesville United Methodist Church approximately three miles to the west of this proposed site and also visible from Route 7. Objective 42, Policy D, provides that when multiple sites provide similar or equal opportunity to minimize impacts, public lands should be the preferred location. This policy recommendation has touched off a controversy over whether the Fairfax County Fire and Rescue Station – Station 42 – located at the corner of Beulah Road and Route 7 approximately one mile west of the Andrew Chapel site should be the preferred location. Originally, it was thought that Station 42 could not be considered as a possible location for a telecommunications facility based on communication with the Facilities Management Division and the applicant. During the review of this application, it became apparent that it could possibly be considered for a telecommunications facility, but that it would need the approval of a concurrent 2232, Special Exception, and a Proffer Condition Amendment to site such a facility on the Station 42 property. The application does not propose a location for its facility on the Fire Station property that would allow for a comparison of impacts because the Fire Station is outside of the coverage area it is targeting with this application. While the propagation maps indicate that a similar telecommunications facility at the Station 42 site could cover a portion of the target area, it is still only 50 to 60 percent overlap, which still leaves a coverage need for the area west of Tysons and east of Station 42. The applicant in this case has indicated a possible future interest in the Station 42 site in order to continue to fill the carriers' coverage and capacity gap between Tysons and the Difficult Run Stream Valley to the west. The record indicates that there are no other viable sites between the church site and the Station 42 site that can meet the carriers' needs. Thus, I believe it is clear that the proposed Andrew Chapel bell tower facility is the site that can best meet the needs of the carriers' target area. I also find that the application substantially conforms to the Comprehensive Plan in terms of the character and extent of the proposed facility. The applicants have minimized visual impacts on the surrounding area, in accordance with Objective 42, Policy C, by camouflaging the facility as a bell tower, lowering the height of the tower from 140 to 120 feet, narrowing the width of the three sides, spacing the concealment panels farther apart vertically to reduce their visual mass, and replacing the proposed flame on the site with a simple cross. This stealth design is conceptually compatible with the church use and all antennas will be hidden from view by concealment panels. The applicants have also demonstrated conformance to Policy K through a balloon fly and photographic simulations showing that views of the facility are mitigated by the structure's design, existing and proposed vegetation, the overall surrounding area, and distance from

residential properties. Even with all of these changes and landscaping, the bell tower will be visible from certain points and the existing vegetation, as well as the additional trees, will never be tall enough to completely hide the bell tower. Nevertheless, I agree with Staff's assessment that the Plan does not require telecommunications facilities to be invisible. They should, instead, be designed and located to provide the greatest opportunity to conceal the facilities and mitigate their visual impact. In this case, I believe that the revised bell tower design is appropriate on the Andrew Chapel Church property and significantly reduces the visual impact of the structure. In addition, the issue of visibility from vehicles on Route 7 and some of the surrounding properties that will have a view of a portion of the bell tower has been analyzed well in the Staff Report and the proposed conditions, including the additional landscaping, will help further reduce the visual impact of the proposed bell tower. In concluding that the proposed facility is substantially in accordance with the Comprehensive Plan, I have not ignored the opposition's contention that the applicants have failed to demonstrate any need for this facility and the application should therefore be denied under Objective 42, Policy C. I disagree. I think it is important to note that the applicant in this case, Community Wireless Structures – or CWS – is not a wireless communications carrier. It sites, permits, builds, and then leases space to the carriers, such as Verizon Wireless, Sprint, T-Mobile, and AT&T, on what are essentially privately owned telecommunications towers. In turn, CWS pays rent for its towers to the land owner, in this case Andrew Chapel United Methodist Church. Thus, CWS is dependent on pursuing sites that the carriers, its potential lessees, deem are necessary for them to provide adequate wireless coverage in a target area, as well as to meet their current and projected need for additional capacity and usage in the same area. In this case, if the application is approved and the tower built, Verizon Wireless has provided CWS with a letter of intent to install its antennas at a height of 115 feet. T-Mobile has provided CWS with a letter of interest to install its antennas at a height of 105 feet. And Sprint has provided CWS with a letter of interest to install its antennas at a height of 95 feet. Therefore, I believe it is fair to conclude that three of the major wireless service carriers see a need to provide better coverage and increase the capacity in the area that would be served by this proposed telecommunications facility. The applicant has submitted coverage maps based on propagation models regularly developed and used by the carriers to determine where additional or improved service is needed that indicate that the proposed tower will help meet that need. In this – in his October 7, 2014 letter and discussion at the October 30th public hearing, Verizon Wireless' independent engineer explained the basis for the approach used by the carriers for determining need, as well as why the industry approach is appropriate for such a determination, particularly as compared with other data submitted for the record. In addition, the Planning Commission has received a number of communications from other residents of the area and church members indicating that at times and in certain areas around the church and Shouse Village, the current wireless service is inadequate. Based on this data and information, I think it is reasonable to assume there is a need for additional and improved service in the target area and that the proposed church bell tower would help meet that need. Finally, the application is required to, and does satisfy, the 17 applicable Special Exception standards. These include being in harmony with the Comprehensive Plan and purpose and intent of the zoning district – and not adversely affecting the use or development of adjacent properties, in accordance with the zoning district and Comprehensive Plan. With the design of the bell tower, the location near Route 7 – which maximizes the distance from surrounding properties – and the existing and proposed landscaping, and as fully outlined in the staff report, I believe the standards are met. Therefore, Mr. Chairman, my first motion – I MOVE THAT THE PLANNING COMMISSION FIND THAT THE FACILITY PROPOSED UNDER 2232-D13-9 SATISFIES THE CRITERIA OF

LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15-2.2232 OF THE *CODE OF VIRGINIA*, AND THEREFORE IS SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE COMPREHENSIVE PLAN.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of the motion? All those in favor of the motion to approve 2232-D13-9, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder: Do we need to ask the representative of the applicant to-

Chairman Murphy: On the Special Exception, yes.

Commissioner Ulfelder: -on the – we'll do that after we move on the motion?

Chairman Murphy: I would do it now before we make the motion.

Commissioner Ulfelder: Yes. Is there the-

Chairman Murphy: Mr. Donohue.

Commissioner Ulfelder: Mr. Donohue, yes.

Ed Donohue, Applicants Agent, Donohue & Stearns, PLC: Mr. Chairman – Ed Donohue, on behalf of the applicant – yes sir.

Commissioner Ulfelder: Does the applicant fully accept the proposed development conditions to the Special Exception that are dated, I believe, October 14th?

Mr. Donohue: Yes sir, we do.

Commissioner Ulfelder: Okay, thank you.

Mr. Donohue: Thank you.

Commissioner Ulfelder: Therefore, Mr. Chairman I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2013-DR-019, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED OCTOBER 14, 2014, CONTAINED IN APPENDIX 1 TO THE STAFF REPORT AND THE MODIFICATION OF SECTION 13-303 AND 13-304 OF THE ZONING ORDINANCE FOR TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS TO PERMIT THE LANDSCAPING AND BARRIERS, AS SHOWN ON THE SPECIAL EXCEPTION PLAT.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2013-DR-019, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Point of clarification. I do support the motion. I did not – I was not present that night – the night of the public hearing. But I did look at the TV.

Chairman Murphy: Okay, thank you very much.

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(Each motion carried by a vote of 12-0.)

JLC

Board Agenda Item
December 2, 2014

4:00 p.m.

Public Hearing on RZ 2014-BR-001 (Blagoj Skandev SD Homes LLC) to Rezone from R-1 to R-3 to Permit Residential Development With a Total Density of 2.06 du/ac, Located on Approximately 42,209 Square Feet of Land (Braddock District)

This property is located on the East side of Twinbrook Road 900 feet South of its intersection with Braddock Road. Tax Map 69-3 ((1)) 31

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 20, 2014, the Planning Commission voted 9-0-2 (Commissioners de la Fe and Sargeant abstained and Commissioner Migliaccio was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-BR-001, subject to the execution of proffers dated November 20, 2014;

- Approval of a waiver of the location requirements of bio-retention facilities, pursuant to Section 6-1307 of the Public Facilities Manual to allow infiltration trenches to be located on individual lots, provided that a private maintenance agreement, in a form acceptable to the County Attorney's Office is completed for each lot; and

- Deviation of the Tree Preservation Target, pursuant to Section 12-0508 of the Public Facilities Manual, in favor of the alternatives, as shown on the proposed plan and as conditioned.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468790.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Joe Gorney, Planner, DPZ

RZ 2014-BR-001 – BLAGOJ SKANDEV (SD HOMES, LLC)

Decision Only During Commission Matters
(Public Hearing held on November 13, 2014)

Commissioner Hurley: Thank you, Mr. Chairman. This is regarding case RZ 2014-BR-001 – the Skandev (SD Homes, LLC). On the face of it, this is a simple case of a landowner wishing to build a house for himself and another for his brother-in-law at 2.06 dwelling units per acre. This rezoning comes in at the very low end at the Comprehensive Plan recommendation of two to three dwelling units per acre. As I stated when I moved to defer this case, site visits were conducted this week to assess the adequacy of the proposed tree protection measures and the limits of clearing and grading. In brief, the limits of clearing and grading have been expanded to avoid impacting any of the trees in the neighbor's back yards. However, the Urban Forester noted that most, if not all, of the off-site trees that within or near the sanitary easement will have to be removed. The applicant who owns the very few trees that might be left standing – also be taken down. And the applicant has agreed to do so. Proffered restoration of the area include backfilling of the trench, replacement of a trench, re-sodding lawns, mulching of planting areas, and replacing shrubbery. The applicant is to be commended for plugging his way through all the specifics that he needed to meet and, in particular, the many regulations regarding transportation improvements, tree preservation, and stormwater management. I also commend the many members of the County staff who has helped shepherd this case through. In this – Braddock's third infill case in as many weeks – the Braddock Land Use Committee has again put in many hours and represented well the concerns of our community. Putting all these stakeholders and performing her usual magic has been Rosemary Ryan from Supervisor John Cook's staff. With that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF RZ 2014-BR-001, SUBJECT TO THE EXECUTION OF PROFFERS DATED 20 NOVEMBER, 2014.

Commissioner Hedetniemi: Seconded.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-BR-001, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Mr. Chairman-

Commissioner de la Fe: I abstain.

Chairman Murphy: Okay, Mr. de la Fe abstains.
Commissioner de la Fe: Not present for the public-

Commissioner Sargeant: Also abstain. Not present for the public hearing.

Chairman Murphy: Not present for the public hearing. Mr. Sargeant abstains – same reason, okay.

Commissioner Hurley: I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE FOLLOWING:

- WAIVER OF THE LOCATION REQUIREMENTS OF BIO-RETENTION FACILITIES, PURSUANT TO SECTION 6-1307 OF THE PUBLIC FACILITIES MANUAL TO ALLOW INFILTRATION TRENCHES TO BE LOCATED ON INDIVIDUAL LOTS, PROVIDED THAT A PRIVATE MAINTENANCE AGREEMENT IN FORM ACCEPTABLE TO THE COUNTY ATTORNEY'S OFFICE IS COMPLETED FOR EACH LOT; AND

- DEVIATION OF THE TREE PRESERVATION TARGET, PURSUANT TO SECTION 12-0508 OF THE PUBLIC FACILITIES MANUAL, IN FAVOR OF THE ALTERNATIVES, AS SHOWN ON THE PROPOSED PLAN AND AS CONDITIONED.

Commissioner Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioners de la Fe and Sargeant: Abstain.

Chairman Murphy: Same abstentions.

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(Each motion carried by a vote of 9-0-2. Commissioners de la Fe and Sargeant abstained. Commissioner Migliaccio was absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

4:00 p.m.

Public Hearing on RZ 2014-PR-004 (Amherst Property LLC) to Rezone from C-3 to PTC to Permit Mixed Use with an Overall Density of 1.8. Which Includes Bonus Density for Workforce Housing, and a Waiver # 25530-WPFM-001-1 to Permit the Location of Underground Stormwater Management Facilities in a Residential Area, Located on Approximately 5.75 Acres of Land (Providence District)

This property is located West of Jones Branch Drive, approximately 400 feet North of its intersection with Westpark Drive. Tax Map 29-4 ((7)) 6 and 7B pt. (Concurrent with PCA 88-D-005-08).

and

Public Hearing on PCA 88-D-005-08 (Amherst Property LLC) to Amend the Proffers for RZ 88-D-005 Previously Approved for Office Use to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 1.8, Which Includes Bonus Density for Workforce Dwelling Units, Located on Approximately 5.75 Acres of Land Zoned C-3 (Providence District)

This property is located West of Jones Branch Drive, approximately 400 feet North of its intersection with Westpark Drive. Tax Map 29-4 ((7)) 6 and 7B pt. (Concurrent with RZ 2014-PR-004).

The Board of Supervisors deferred this public hearing on November 18, 2014 to December 2, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 6, 2014, the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 88-D-005-08;
- Approval of RZ 2014-PR-004, subject to the execution of proffers consistent with those dated October 8, 2014; and
- Approval of the following modifications and waivers:

- Waiver to allow the use of underground stormwater management and best management practices in a residential development (25530-WPFM-001-1) subject to the Conditions dated June 10, 2014, contained in Attachment A of Appendix 11 of the staff report.

- Waiver of Section 2-505 of the Zoning Ordinance to permit structures and vegetation on a corner lot as shown on the CDP and FDP.

- Waiver of Paragraph 1 of Section 6-506 of the Zoning Ordinance to permit a minimum district size of less than ten (1 0) acres for a PTC zoned parcel.

- Modification of Section 2-506 of the Zoning Ordinance to allow for a parapet wall, cornice or similar projection to exceed the height limit established by more than three (3) feet as may be indicated on the FDP to screen mechanical equipment.

- Waiver of Section 17-201(3)(b) of the Zoning Ordinance to provide any additional interparcel connections to adjacent parcels beyond that shown on the Plans and as proffered.

- Modification of Zoning Ordinance Section 17-201 and Public Facilities Manual (PFM) Section 8-0201.3 to waive all trails and bike trails in favor of the streetscape and on-road bike lane system shown on the plans.

- Waiver of Section 17-201 (7) of the Zoning Ordinance to allow establishment of parking control, signs and parking meters along private streets within the development.

- Waiver of Section 17-201(4) of the Zoning Ordinance requiring any further dedication and construction for widening of existing roads to address Comprehensive Plan requirements beyond that which is indicated in the Plans and proffers.

- Waiver and/or Modification of Section 13-202 of the Zoning Ordinance and 12-0514.2 of the PFM requiring 5% interior parking lot landscaping in favor of that shown on the CDP/FDP.

- Modification of PFM Section 12-0515b minimum planter opening area for trees used to satisfy the tree cover requirement in favor of that shown on the CDP/FDP.

- Modification to allow trees located above any proposed percolation trench or bioretention areas to count towards county tree cover requirements as depicted on the CDP/FDP.

- Modification of the 10 year tree canopy requirements in favor of that shown on the Plans and as proffered.

- Modification of the Zoning Ordinance and PFM for required tree preservation target and ten percent canopy to be calculated as shown on the overall CDP.

Board Agenda Item
December 2, 2014

In a related action the Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to approve FDP 2014-PR-004, subject to the Development Conditions dated November 4, 2014, and subject to the Board's approval of RZ 2014-PR-004.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4467321.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Suzanne Lin, Planner, DPZ

RZ/FDP 2014-PR-004 & PCA 88-D-005-08

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Ms. Hurley.

Commissioner Hedetniemi: Thank you Mr. Chairman. The transportation staff member, Jeff, has been very patient and I had him lined up to talk more about the TMD program, but I think everyone has covered that very adequately. Mr. Chairman , I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PCA 88-D-005-08.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion? All those in favor of the motion to approve PCA 88-D-005-08, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2014-PR-004, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 8TH, 2014.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-PR-004, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Before I make the motion on the Final Development Plan, does the applicant agree with the proposed development conditions dated November 4th, 2014?

Elizabeth Baker, Land Use Planner, Applicant's Agent, Walsh, Colucci, Lubeley, Emrich & Walsh, PC: Yes, we do.

Commissioner Hedetniemi: Thank you. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2014-PR-004, SUBJECT TO DEVELOPMENT

CONDITIONS DATED NOVEMBER 4TH, 2014, AND SUBJECT TO THE BOARD'S APPROVAL OF THE REZONING.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of the motion to approve FDP 2014-PR-004, subject to the Board's approval of the rezoning, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE MODIFICATIONS AND WAIVERS AS LISTED ON THE COVER SHEET OF THE OCTOBER 15, 2014, STAFF REPORT, WHICH IS PART OF THE RECORD OF THIS CASE.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of that motion? All those in favor of the motion as articulated by Ms. Hedetniemi, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(Each motion carried by a vote of 10-0. Commissioners Hart and Lawrence were absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

4:00 p.m.

Decision Only on RZ 2014-BR-007 (NVR, Inc.) to Rezone From R-1 to PDH-3 to Permit Residential Development with an Overall Density of 2.88 du/acres, Located on Approximately 13.88 Acres of Land (Braddock District)

This property is located in the south east quadrant of the intersection of Lee Highway and Forest Hill Drive. Tax Map 56-2 ((4)) 1; 56-2 ((1)) 54, 55, 57, 58 and 59.

On, November 18, 2014, the Board of Supervisors deferred decision only to December 2, 2014.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 13, 2014, the Planning Commission voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-BR-007, subject to Option A, as depicted on Sheet 5 of the CDP/FDP and including a full public road connection and execution of proffers consistent with those dated November 13, 2014;

- Approval of a waiver of the 600 feet maximum length requirement for a private street per Paragraph 2 of Section 11-302 of the Zoning Ordinance;

- Approval of a waiver of the service drive requirement along Route 29; and

- Direct the Director of the Department of Public Works and Environmental Services to approve a deviation from the tree preservation target required per Section 12-0508 of the Public Facilities Manual, in accordance with deviation request letter.

In a related action the Commission voted voted 8-0 (Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting) to approve FDP 2014-BR-007, subject to Option A, as depicted on Sheet 5 of the CDP/FDP and including a full public road connection and subject to the Development Conditions dated November 13, 2014, and further conditioned upon the Board of Supervisors approval of RZ 2014-BR-007.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468139.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Mike Lynskey, Planner, DPZ

RZ/FDP 2014-BR-007 – NVR, INC.

Decision Only during Commission Matters
(Public Hearing held on 11/06/14)

Commissioner Hurley: Thank You, Mr. Chairman. This is regarding the case that was deferred a week ago; RZ/FDP 2014-BR-017 [*sic*], which is NVR, Inc. Most elements of this application have received overwhelming, though not unanimous, approval from the staff, the community, and the Braddock Land Use Committee. The general layout, the number of houses, the plans for open space, tree preservation, and stormwater management have all received few, if any, adverse comments. Retaining walls were added to the plans during the last week, but they should have no adverse impact. They will not even be visible outside the development. There are three outstanding manners – matters, but I believe the Planning Commission should vote on this application this evening so that it can move forward to the Board of Supervisors. The first outstanding matter is how much stormwater detention ponds can be enhanced yet still be accepted by the County for public maintenance. This judgment call affects the amount of HOA escrow funds that might be proffered. This question has a larger implication beyond this particular development because the issue will affect future developments that also will have some sort of stormwater detention pond. I urge staff to create some sort of PFM guidelines on this matter. The second matter is reimbursement of design fees to relocate the traffic signal at Forest Hill and Lee Highway. As shown in Proffer 16 and, at the request of the community, the applicant has proffered to add a right turn lane from Forest Hill to Lee Highway. This additional lane does not appear to be warranted merely by the addition of these forty houses, especially if the development connects to Delsignore Road and thence to Shirley Gate Road. Therefore this lane is a public benefit. The traffic signal at Forest Hill and Lee Highway – – the pole is being moved anyway because of the current widening of Lee Highway. As shown in the third bullet of Appendix 10, FCDOT is seeking $13,875 from the applicant as reimbursement for design and coordination fees to relocate the traffic signal mast arm light pole to accommodate the proffered right turn lane. At this point staff has not determined the design fees if the design fees are a public benefit. And staff is working with the County Attorney to resolve this issue. The third outstanding matter, and the most contentious issue in this rezoning application, is whether the new subdivision road should be connected through the existing cul-de-sac, that has been in existence in the southeast corner of the property for decades, and thereby create connectivity from Forest Hill Drive through to Shirley Gate Road. Although some neighbors believe the impact of the future connection should be studied in more detail, VDOT does not require a traffic study for such a relatively small increase in overall traffic on adjacent roads. With Option A of this application, a full public road connection would be built and open to public use after the new roads are accepted by VDOT or in about two to three years. Back in 1979 this body, the Planning Commission, recommended approval of the development to the east, now called Deerfield Forest, with the understanding that when the acreage that is part of the current rezoning was eventually developed, connectivity would then be established. In contrast, under Option B no allowance would be made for the connection ever to be built. Connection C [*sic*]is a hybrid, with the necessary roads built in the new development, but no completed connection until some future

about a hundred additional vehicle trips per day would be added to Delsignore with a date. If 20 percent of the traffic from the new development were to use the proposed connection, corresponding 100 fewer trips on Forest Hill, which currently carries about 500 cars a day. These numbers are miniscule compared to the 21,000 vehicles a day that Shirley Gate was already carrying, according to a VDOT report from 2012. We have heard and read and carefully considered the concerns of the neighbors who would be most affected by such a connection. Several speakers expressed concern that if these streets were to be connected then vehicles from not only these 40 new houses would use the connection but also the immediate neighbors, both to the east and west, who would use the new connection to get into and out of their neighborhoods. It is noted that some of the speakers who spoke in opposition to a connection also stated that if it were available, they would use it. A greater connection to the neighborhood is that other Lee Highway traffic and particularly traffic using Shirley would use the new connection to bypass heavy traffic jams. Some speakers requested some sort of traffic calming devices, perhaps even new stoplights at the intersection at Nancyann and Shirley Gate Road. Developers are not permitted on their own initiative to install speed bumps or stop signs or traffic signals on public roads. Those are all part of a formal process in which the county partners with VDOT, which also requires the community petition for such measures after certain minimum thresholds are achieved. However, developers are permitted to install stop signs on private roads and this applicant is offering to do so at the proposed "T" intersection at the tot lot. In addition, HOAs may limit parking on their private roads to HOA members and their guests, which will ease proposed – potential parking problems for the new residents in this development. My fellow commissioners who use Lee Highway are aware of the widening project currently under construction. When complete, eastbound 29 will gain not only an additional through lane but also a dedicated right-turn lane. These two additional traffic lanes should greatly approve – improve traffic flow and alleviate the desire to seek a bypass through neighborhood streets. As for traffic in the opposite direction – northbound Shirley Gate traffic seeking to make a left turn onto westbound Lee Highway – I am very familiar with the current pattern. This is how I got to this meeting this evening. Previous traffic studies are not clear regarding possible impacts from all these combinations and permutations and to add to the complications of predicting future traffic volumes. The County has funded and is about to begin a feasibility study regarding a potential connection from the Fairfax County Parkway to Shirley Gate at its intersection with Braddock Road. An additional, longer-term project is a potential grade-separated interchange at the intersection of Shirley Gate, Waples Mill, and Lee Highway. While the combined impact of all these projects is unknown, what is known is that Lee Highway is the site of all too many accidents. Last night, at about 6:40, was the third time in about as many months that my own trip was delayed by such an accident. Dozens of cars heading north on Shirley Gate Road chose to make U-turns back to Braddock Road to escape the jam. On such occasions the traffic through a new connection would become very heavy indeed; yet, an emergency bypass would be of great value to the entire central Fairfax community and that's something we have to consider also – is the entire community. Even with the current Lee Highway widening, the proposed connection from Shirley Gate to the Parkway, and the more distant grade separation at the intersection of Shirley Gate and Lee Highway, we - the county - need more connectivity. With this application, we have a developer who is proffering to build a connection that the county planned 35 years ago. Traffic is much heavier now. Option C, to build the future connecting roads, yet block the

connection until needed, is not feasible in part because any developer-proffered funds to connect the roads later cannot be held in escrow for longer than seven years. In any case, it would be poor planning to build a connection but not use it until after nearby roads approach gridlock. As it is, Option A, to build through this new subdivision a full public road connection to be open for public use after the issuance of the last occupancy permit, would still not be implemented until two to three years from now. This developer has made significant modifications to this application in response to suggestions and concerns raised by the staff, by the community, and by the Braddock Land Use Committee. Therefore, Mr. Chairman,

I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE RZ 2014-BR-007, OPTION A ONLY, AS DEPICTED ON THE CDP/FDP, INCLUDING A FULL PUBLIC ROAD CONNECTION AND EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED 13 NOVEMBER, 2014.

Commissioners Hall, Hedetniemi, and Migliaccio: Second.

Chairman Murphy: Seconded by Ms. Hall and Mr. Migliaccio. Is there a discussion – and Ms. Hurley [*sic*].

Commissioner Hart: Mr. Chairman?

Chairman Murphy: – and Mrs. Hedetniemi. Yes, Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I was not here the night of the public hearing, but I did watch the video afterwards and I do intend to participate in the decision. I was going to make one observation. It was interesting watching the public hearing, rather than sitting in the room and hearing it. I think if we had a chance to do over some of the decisions that – that the county has made over the last 40 or 50 years on residential development, we probably would not have so many communities with single-ended or long, convoluted ways in and out. There would be more connections back and forth. And I think part of the effort in Tysons has been to try and retrofit a grid of connecting streets onto an area that had bigger loops and less direct connections. We create more problems when we leave the connections out. We tend to intensify the congestion on the choke points that are remaining and when this kind of thing comes up, I think we're better off completing the connections that were planned, in this case in 1979. I think we're better off with the connection, and so I'm going to support the motion tonight.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2014-BR-007, Option A only, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hurley.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS WAIVE THE 600 FEET MAXIMUM LENGTH REQUIREMENT FOR A PRIVATE STREET AND WAIVE THE SERVICE DRIVE REQUIREMENT ALONG ROUTE 29.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hurley.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO APPROVE A DEVIATION FROM THE TREE PRESERVATION TARGET, IN ACCORDANCE WITH THE DEVIATION REQUEST LETTER INCLUDED ON THE CDP/FDP.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Commissioner Hurley: And last-

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: And lastly, I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2014-BR-007, OPTION A ONLY, AS DEPICTED ON THE CDP/FDP, INCLUDING A PUBLIC ROAD CONNECTION –

Chairman Murphy: Hold on just a minute. Do we have development conditions on this application?

Commissioner Hurley: No.

Chairman Murphy: We do.

Commissioner Hurley: No, not in the - - the new staff report does not have them.

Kris Abrahamson, Zoning Evaluation Division, Department of Planning and Zoning: Commissioner Murphy, in the original staff report there were actually development condition.

The applicant, in subsequent proffers proffered to those, so they've been deleted. So there's no conditions at the present time.

Chairman Murphy: Okay, should we change the motion, then, that says "proposed development conditions" and –
Ms. Abrahamson: Yes.

Chairman Murphy: – and make it –

Commissioner Hurley: Correct, yes.

Chairman Murphy: I'm sorry to interrupt. I thought we might need a declaration here. I'm sorry. Go ahead.

Commissioner Hurley: I'll restate –

Chairman Murphy: Yes, go ahead.

Commissioner Hurley: I'll restate the last one.

Chairman Murphy: Try to keep it straight here, okay.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2000 - - again, FDP 2014-BR-007, OPTION A ONLY, AS DEPICTED ON THE FDP - - CDP/FDP, INCLUDING A PUBLIC future [*sic*] ROAD CONNECTION, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED NOVEMBER 13, 2014 AND FURTHER CONDITIONED UPON BOARD OF SUPERVISORS APPROVAL OF RZ 2014-BR-007.

Commissioners Hall and Hedetniemi: Second.

Chairman Murphy: Seconded by Ms. Hall and Ms. Hedetniemi. Is there a discussion of that motion?

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Hart: On that one, not "public future connection" but a "full public connection."

Commissioner Hurley: "FULL PUBLIC ROAD CONNECTION." Correct.

Commissioner Hart: You said "future" and I don't think "future" is in the motion.

Commissioner Hurley: "Future," - - correct; a full public road connection.

Chairman Murphy: Okay, so noted. All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hurley.

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(Each motion carried by a vote of 8-0. Commissioners de la Fe, Flanagan, Lawrence, and Sargeant were absent from the meeting.)

JN

Board Agenda Item
December 2, 2014

4:30.m.

Public Hearing on SE 2014-PR-001 (7799 Leesburg Pike, LLLP C/O Lerner Enterprises) to Permit a Hotel, Located on Approximately 1.62 Acres of Land Zoned C-4 and HC (Providence District)

This property is located at 7799 Leesburg Pike, Falls Church, 22043. Tax Map 39-2 ((1)) 45D pt.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing has been deferred indefinitely.

ENCLOSED DOCUMENTS:
None

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Bob Katai, Planner, DPZ

Board Agenda Item
December 2, 2014

4:30 p.m.

Public Hearing on AR 89-S-004-03 (Hope Foster Britt), to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 25.51 Acres of Land Zoned R-C and WS (Springfield District)

This property is located at 13315 Twin Lakes Drive, Clifton, 20124. Tax Map 66-3 ((1)) 3Z, 4Z, 5Z, 6Z, and 21Z.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing was held on Thursday, November 6, 2014. The Planning Commission voted 10-0 (Commissioners Hart and Lawrence were absent from the meeting) to recommend to the Board of Supervisors that AR 89-S-004-03 be approved and Appendix F of the Fairfax County Code be amended to renew the Foster Britt Local Agricultural and Forestal District, subject to the proposed Ordinance Provisions dated October 22, 2014.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4468037.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Michael Lynskey, Planner, DPZ

Planning Commission
Verbatim Excerpt
November 6, 2014

Attachment 1

AR 89-S-004-03 – HOPE FOSTER BRITT

After Close of the Public Hearing

Vice Chairman de la Fe: I will close the public hearing. Mr. Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. We are pleased that the Britt Family is renewing their Agricultural and Forestal District which is 25, almost 26, acres of land near the – Twin Lakes Drive in Clifton. So, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT AR 89-S-004-03 BE APPROVED AND APPENDIX F OF THE FAIRFAX COUNTY CODE BE AMENDED TO RENEW THE FOSTER BRITT LOCAL AGRICULTURAL AND FORESTAL DISTRICT, SUBJECT TO THE PROPOSED ORDINANCE PROVISIONS DATED OCTOBER 22ND, 2014.

Commissioner Hall: Second.

Vice Chairman de la Fe: Seconded by Mrs. Hall. Is there any discussion? Hearing and seeing none, all those in favor please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries unanimously.

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(The motion carried by a vote of JN

Board Agenda Item
December 2, 2014

5:00 p.m.

Public Hearing on Proposed Plan Amendment 2014-I-B2, Located Along the East Side of Moncure Avenue and Columbia Pike from Moncure Avenue to a Point About 500 Feet West of the Interchange with Leesburg Pike (Mason District)

ISSUE:
Plan Amendment (PA) 2014-I-B2 proposes to amend the Comprehensive Plan by adding a new redevelopment option for Tax Map Parcels 61-2 ((1)) 112A, 113, 113A, 113C, 114; 61-2 ((19)) 5A, 11A; and 61-4 ((30)) 15 and 17 to allow a mix of uses including multi-family and single-family attached residential and a public elementary school. The existing site specific recommendations for these parcels would also be revised to recommend office and retail uses for the privately-owned parcels and public facility uses for the Board-owned land.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 5, 2014, the Planning commission voted 10-0 (Commissioners de la Fe and Lawrence were absent from the meeting) to recommend to the Board of Supervisors the adoption of Plan Amendment 2014-I-B2, as shown on Pages 12 through 15 of the Staff Report, dated October 22, 2014.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – November 5, 2014
Board of Supervisors' public hearing – December 2, 2014

BACKGROUND:
On July 1 2014, the Fairfax County Board of Supervisors authorized Plan Amendment 2014-I-B2 for Tax Map Parcels 61-2 ((1)) 112A, 113, 113A, 113C, 114; 61-2 ((19)) 5A, 11A; and 61-4 ((30)) 15 and 17 in Sub-Unit B-2 of the Town Center District of the Baileys Crossroads Community Business Center (the Study Area). The authorization directed staff to consider a Plan Amendment for the study area that would allow for a mix of uses including multi-family and single-family attached residential uses along with

an elementary school. Staff was also directed to evaluate the current transportation recommendations in the study area.
Since the Plan for the Baileys Crossroads CBC was adopted, changes have occurred which present new redevelopment opportunities that, although consistent with the area-wide recommendations for Bailey's Crossroads and the Town Center District, are not specifically envisioned in the current Plan. Tax Map Parcels 61-2 ((1)) 112A, 113, 113A, 113C, and 114; and 61-4 ((30)) 15 and 17 have been assembled for purchase by a multi-family residential developer. At the same time, Fairfax County Public Schools has been exploring options to relieve overcrowding at schools in the Baileys Crossroads area, including the possibility of building a new elementary school on and in the vicinity of Tax Map Parcels 61-2 ((19)) 5A, 11A, which are owed by the Board of Supervisors. Through the facilitation of the Mason District Supervisor's Office, Office of the County Executive, Office of Community Revitalization, Department of Planning and Zoning (DPZ), and others, the concept to redevelop the study area and provide a new school site as part of a public-private partnership was conceived. The County and the private landowner have filed a joint rezoning and final development plan application to permit the construction of a multifamily residential building along Columbia Pike, as well as five townhouses on Moncure Avenue. Land at the corner of Moncure Avenue and Columbia Pike, including the Board-owned parcels, is set aside for an approximately 125,000 square foot multi-level elementary school with structured parking and rooftop athletic facilities. As this precise mix of uses is not specifically recommended in the current Plan, a Plan amendment is necessary to facilitate the proposed rezoning and support the public-private redevelopment.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim Excerpt

Staff Report previously furnished and available online at:
(http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2014-i-b2.pdf)

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division, DPZ
Brent M. Krasner, Planner III, Zoning Evaluation Division, DPZ

PA 2014-I-B2 – COMPREHENSIVE PLAN AMENDMENT (BAILEYS CROSSROADS COMMUNITY BUSINESS CENTER)

After Close of the Public Hearing

Chairman Murphy: If not, public hearing is closed. Recognize Ms. Hall.

Commissioner Hall: Thank you, Mr. Chairman. I wish we had all the land we needed to build beautiful schools, but I know that's not the case. I don't know if this is going to be the answer, but it certainly is an option. So I – Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2014-I-B2, AS SHOWN ON PAGES 12 THROUGH 15 OF THE STAFF REPORT, DATE OCTOBER 22ND, 2014. As staff described, the Amendment would update recommendations for sub-unit B2 of the Town Center District of the Bailey's Crossroads CBC to provide redevelopment option – that reflects changes in ownership and public facility needs. The Amendment creates the opportunity for a public/private redevelopment partnership that would include residential uses and a public elementary school on those portions of the sub-unit along Moncure Avenue and Columbia Pike. Such a redevelopment could yield multiple community and County benefits for the Bailey's Crossroad's area and is consistent with the district area-wide objective – objectives for the Baily's Crossroad Community Business Center. Thank you, Mr. Chairman.

Commissioners Hart, Hedetniemi, and Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio, Mr. Hart – Ms. Hedetniemi. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendment PA 2014-I-B2, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: Thank you, Mr. Chairman.

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(The motion carried by a vote of 10-0. Commissioners de la Fe and Lawrence were absent from the meeting.)

JLC

Board Agenda Item
December 2, 2014

5:00 p.m.

Public Hearing on Proposed Plan Amendments 2013-III-FC1(A) and S13-III-FC1, Fairfax Center Area (Braddock, Providence, Springfield, and Sully Districts)

ISSUE:
Plan Amendments (PA) 2013-III-FC1(A) and S13-III-FC1 consider four types of modifications to the Comprehensive Plan for the "transition areas" of the Fairfax Center Area, which generally extend north of Lee Jackson Memorial Highway (Route 50) from the City of Fairfax to Rugby Road; south of Lee Highway (Route 29) from the City of Fairfax to Clifton Road; and west of the Fairfax County Parkway to Stringfellow Road between Route 50 and Route 29, excluding the Fair Lakes development and Greenbrier subdivision. These areas are designated as Suburban Neighborhood and Low Density Areas on the county's Concept for Future Development. The proposed amendments evaluate changes to certain land use recommendations along Lee Highway, structural amendments to the Plan text to relocate the Plan recommendations for the transition areas from the Fairfax Center Area into the underlying planning districts, editorial amendments to reflect implementation through rezonings and public facilities construction, and Comprehensive Land Use Plan Map amendments to illustrate the baseline land use in lieu of the current uniform pattern.

PLANNING COMMISSION RECOMMENDATION:
On November 20, 2014, the Planning Commission voted 11-0 (Commissioner Migliaccio was absent from the meeting) to recommend to the Board of Supervisors the following:

- Land use changes be adopted in Subunits U1 and V1 associated with Plan Amendments 2013-III-FC1(A) and S13-III-FC1, as shown on pages 45-46 of the staff report;

- Land use recommendations be retained for Subunits M2 and S1 associated with Plan Amendments 2013-III-FC1(A) and S13-III-FC1, as shown on pages 3-4 of Planning Commission Recommended Plan Text handout dated November 20, 2014; and

- Adoption of all other revisions proposed on pages 31-56 of the staff report for Plan Amendments 2013-III-FC1(A) and S13-III-FC1.

The recommendation supports the proposed editorial updates to remove guidance regarding planned public facilities and parks and recreation recommendations that have since been implemented, update Tax Map parcel numbers, and remove land use options that are no longer feasible due to the implementation of other land use recommendations. In addition, sub-unit boundaries within Land Units A, C, F, L, M, and S are recommended to be adjusted to consolidate identical land use recommendations and to reflect existing development. The recommendation also supports the addition of options for an assisted living facility in Sub-unit U1 and residential use up to a density of 3 dwelling units per acre (du/ac) in Sub-unit V1.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – November 12, 2014
Board of Supervisors public hearing – December 2, 2014

BACKGROUND:
On May 14, 2013, the Board of Supervisors authorized PA S13-III-FC1 for Land Units T, U, and V of the Fairfax Center Area, located on the south side of Lee Highway, generally between the Fairfax County Parkway and the City of Fairfax. This proposed Plan amendment reviews recommendations for these land units in response to the planned widening of Lee Highway and to consider alternate development proposals.

Subsequently, on July 9, 2013, the Board of Supervisors adopted Fairfax Forward, a new review process for the Comprehensive Plan and authorized a study of the Fairfax Center Area. The Fairfax Center Area generally comprises the area surrounding the intersection of Route 50 and Interstate 66 from Stringfellow Road to the City of Fairfax. The first phase of the study, PA 2013-III-FC1(A), is evaluating the transition area along the periphery of the Fairfax Center Area. The second phase will evaluate the Suburban Center portion of the Fairfax Center Area and is estimated to be completed in summer 2016. The Fairfax Center Area extends over four Magisterial Districts: Sully, Providence, Braddock, and Springfield. PA S13-III-FC1 was evaluated as part of the Fairfax Center areawide study due to the overlapping geography.

FISCAL IMPACT:
None

Board Agenda Item
December 2, 2014

ENCLOSED DOCUMENTS:
Attachment I: Planning Commission Verbatim Excerpt
Attachment II: Planning Commission Recommended Plan Text

Staff Report for PA 2013-III-FC1(A) and S13-III-FC1, dated September 4, 2014 and previously furnished, is available at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/planamendments.htm

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division (PD), DPZ
Meghan Van Dam, Chief, Policy & Plan Development Branch (PPDB), PD, DPZ
Kimberly Rybold, Planner III, PPDB, PD, DPZ

Planning Commission Meeting Attachment 1
November 20, 2014
Verbatim Excerpt

PA 2013-III-FC1(A) AND PA S13-III-FC1 – COMPREHENSIVE PLAN AMENDMENT (FAIRFAX CENTER AREA SUBURBAN CENTER PHASE I)

Decision Only During Commission Matters
(Public Hearing held on November 12, 2014)

Commissioner Murphy: Thank you very much. I do have a decision only on the Plan Amendments related to the Fairfax Forward effort in the 50/66 Fairfax Center Area. Before I go into the motion, I just want to clarify – and I believe everyone in the Commission received a copy of this motion, either by email or – we had hardcopy tonight. I do want to make one point to clarify something that was brought up at the public hearing. When some folks were asked by I believe it was by Mr. Flanagan – did you know about what was going on here? And there were a lot of shaking heads, "No we hadn't heard about it." There was a very comprehensive program, if you will, to alert as many people as possible as to what's going on – what was going on with these Plan Amendments. And you never tell everybody. There's always someone who hasn't heard. But in this particular case, I want to enter into the record the list of people and homeowners associations and the like that were notified by the staff. It's called, "Adjacent Property Owner Civic Associations, Adjacent Jurisdictions, And Military Installations/Airports List," for Plan Amendments in this area. And I can tell you – I'm not going read all of them. I'm not going to tell you how many there are, but they're all there. And that was done in August of 2014 once the parcels were identified. The same thing goes for what we did in the Springfield District – Marlae Shnare at Supervisor Herrity's office – in August, alerted over 80 homeowners associations or individuals in the two subject areas that are in the Springfield District Land Bays, S1 and M2. Was everybody notified? I really don't know. But a lot of people were notified of this and you never notify everybody. We have an application coming up and it was suggested that we notify 50,000 people in the Springfield District that this application was coming to public hearing – nothing we're doing tonight, this is in the future, it's a December public hearing. And if we have the resources and the manpower to notify 50,000 people in the district, there would be 50,004 that were interested in it and four would be left out. I guarantee you. It's the best process we have, but it's not fool-proof. But I'm confident that there were – most of the people in the area were notified about what's going on. Because, quite frankly, they were all here at the public hearing. Mr. Chairman, I will have three motions tonight regarding Plan Amendments 2013-III-FC1(A) and S13-III-FC1. Plan Amendments 2003 – 2013-III-FC1(A) and S13-III-FC1 comprise the first phase of the Fairfax Center Area study, evaluating the Plan guidance for the peripheral suburban neighborhoods and low-density residential areas. While the second phase of the study will evaluate the Suburban Center portion of the overall area-wide guidance, this phase has provided an opportunity to examine current recommendations for the edge areas to ensure the Comprehensive Plan remains accurate and relevant. Primary, in this evaluation, has been the analysis of Plan guidance for existing zoned commercial uses along the Route 29 corridor. Within the Fairfax Center Area, the Route 29 corridor generally extends from the City of Fairfax to Stringfellow Road across two magisterial districts, Braddock and Springfield. My first two motions relate to the proposed land use changes along the corridor while my final motion addresses general editorial corrections for the entire Phase I study area. The first – we're going to look at the Braddock District and Ms. Hurley has agreed that I would go through the motion, I'll call for comments after I make the motion. The Braddock District Working Group recommended

that options be added to Subunits U1 and V1, located on the south side of Route 29 near the City of Fairfax. The options would encourage redevelopment that would be compatible to the adjacent residential communities. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE LAND USE CHANGES BE ADOPTED IN SUBUNITS U1 AND V1 ASSOCIATED WITH PLAN AMENDMENTS 2013-III-FC1(A) AND S13-III-FC1, SHOWN ON PAGES 45 AND 46 OF THE STAFF REPORT.

Commissioner Hedetniemi: Second.

Commissioner Hurley: Second the motion.

Commissioner Murphy: Is there a-

Vice Chairman de la Fe: Seconded by Ms. Hurley and Ms. Hedetniemi. Is there any discussion?

Commissioner Flanagan: Well – Mr. Chairman.

Vice Chairman de la Fe: Mr. Flanagan.

Commissioner Flanagan: I just would want to comment upon my apparent – apparently being startled at the public hearing by the fact that there were people who hadn't been – received notification about their land being re-planned. My only experience in Fairfax County is through the APR process where everybody whose land is being nominated for a different land use is – received a certified letter in the mail that their land was about to be – is up for consideration for being re-planned. That seems to have disappeared from our current process – you know, the people who own land can be possibly no longer receiving notice, as they did in the APR process. So I was – this particular application being our first experience with Fairfax Forward, I thought we had – I really wasn't prepared to hear that testimony. But I understand that there are different ways of doing things and evidentially this is going to be one of the things that's going to be a pattern that will reoccur in the Fairfax Forward process.

Vice Chairman de la Fe: Okay, thank you. Any further comments? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Mr. Murphy.

Commissioner Murphy: Mr. Chairman, regarding the portion of Route 29 within the Springfield District, the staff recommendation would add residential options for Sub-Units M2 and S1 – generally located east of the intersection of Route 29 and Willowmeade Drive. After additional community outreach, the Springfield Working Group recommended that the current Plan guidance for Sub-Unit M2 be retained without an added option. For Sub-Unit S1, the working group recommended the option be added, but the condition regarding access via Tractor Lane be removed. Due to community concerns that were raised, I believe the current Plan guidance should be retained for both sub-units. A concept proposed for an assisted living facility in Sub-

Unit S1 may warrant further analysis in the future. Therefore, Mr. Chairman, for my second motion, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE LAND USE RECOMMENDATIONS BE RETAINED FOR SUB-UNITS M2 AND S1 ASSOCIATED WITH PLAN AMENDMENTS 2013-III-FC1(A) AND S13-III-FC1, AS SHOWN ON PAGES 3 AND 4 OF MY HANDOUT DATED NOVEMBER 20, 2014.

Commissioners Flanagan and Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Mr. Litzenberger and Mr. Flanagan. Any discussion?

Commissioner Murphy: Mr. Chairman, just a couple words – first on both the Braddock District and the Springfield District. Ms. Hurley and I want to thank the two Working Group Chairman in the Working Groups that worked hard on these application – Jeff Saxe with Springfield and Vince Picciano – and they both testified at the public hearing from the Braddock District. I also want to thank all those folks in the Springfield District who testified at our public hearing. This is not the time, place, or venue to change the Plan in this area. I'm convinced of that. But I asked everyone who testified on the Springfield nominations if they – if their position was to retain the plan. And the answer was "yes." So I want to call to their attention the fact that this land is still planned one to two dwelling units per acre. And it may not be next week or next month or next year or 2016, but somewhere in the future – someone is going to file a Rezoning application for the property on either the south side or the north side of Lee Highway in M2 or S1. And the Plan has allowed one to two dwelling units per acre so there is a possibility that the residential development in that area may increase. That is in the Plan that the citizens wanted retained. And I want to add one other comment. The evaluation and the analysis of a rezoning application is much different from the evaluation of a plan amendment. There are other constraints we have in a rezoning application. So that's where we are now and that's where it's going to stay. Lastly – was there a vote?

Vice Chairman de la Fe: Nope.

Commissioner Murphy: I'm sorry, go ahead.

Vice Chairman de la Fe: Yes, we have voted.

Commissioner Murphy: Yes.

Vice Chairman de la Fe: Didn't we?

Commissioners: No.

Vice Chairman de la Fe: No, we did not. Okay. Any more discussion? Okay, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Mr. Murphy.

Commissioner Murphy: Lastly, Mr. Chairman, I recommended a number of general revisions to the Plan guidance for the entire Phase I study area. These revisions would reflect development that has occurred since the initial adoption of the Fairfax Center Area plan updating Tax Map parcel numbers, adjusting sub-unit boundaries, and removing guidance regarding implemented public facilities and parks and recreation and land use options that are no longer feasible. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE ALL OTHER REVISIONS PROPOSED ON PAGES 31 TO 56 OF THE STAFF REPORT FOR PLAN AMENDMENTS 2013-III-FC1(A) AND S13-III-FC1, BE ADOPTED.

Commissioners Hedetniemi and Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Ms. Hedetniemi and Mr. Litzenberger. Any discussion? Yes, Ms. Hurley.

Commissioner Hurley: Thank you, Mr. Chairman. I do not disagree with the motion as written. I'd just like to add three specific points to enter into the record regarding the overall motion – all three of these put together. First, the need for connectivity must be stressed. That includes cell coverage, road connections, bus service, and potential Metro. Second, the report should elaborate why outlying area, such as the area south of Lee Highway, should remain in Fairfax Center – especially if it's to remain mostly residential. There should be better reasoning than simply to add more cash to the road fund. Third, discussion of the Fairfax Center checklist must be held as soon as possible. The checklist needs to be updated and revised with emphasis on what is merely a guideline and what is truly required.

Vice Chairman de la Fe: Okay. Any further discussion? Hearing and seeing none, all those in favor please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Anything else, Mr. Murphy?

Commissioner Murphy: Yes, Mr. Chairman. Just a few words – this is the first go-around for our Fairfax Forward effort. And I know we're going to be looking at it and evaluating it I think some time in the not-to-distant future with the Policy and Procedures Committee. Also, as we transition into the other part of the Fairfax Center Area, where there are four magisterial districts – and we will probably get in the second phase more input from the other two districts that were not part of the first phase, which was the suburban section that is basically bordering Route 29. We have a long way to go with this process. I think we all have some comments as to how it can be improved. But I want to thank the staff who contributed immeasurably to this effort. And they're here tonight – a couple of them – Kim Rybold and Megan Van Dam, Tom Merce – who's not here – and Tom Burke and Arpita Chatterjee from the Fairfax Office of Transportation – especially Megan and Kim. Thank you so much, especially putting up with me. I know that was an arduous task on some evenings and some days. But I think we made it and we're glad to see that you were able to survive all the meetings we had and it was a great public hearing. I also want to thank Marlae Schnare in Supervisor Herrity's office. She is my right hand when it comes

to something like this and I really couldn't do all this stuff without her so thank you all very much.

Vice Chairman de la Fe: Mr. Chairman, thank you very much for all your work. And I associate myself with your comments about the staff and everyone else. As in any new process, there are – there is a learning curve and we have much to learn. Thank you very much.

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(Each motion carried by a vote of 11-0. Commissioner Migliaccio was absent from the meeting.)

JLC

ATTACHMENT 2

PLANNING COMMISSION RECOMMENDED PLAN TEXT
Plan Amendments 2013-III-FC1(A) and S13-III-FC1
November 20, 2014

*Note: The Planning Commission recommends the deletion of a portion of the staff recommendation, as shown on pages 31-56 of the staff report dated September 4, 2014. The deletions are highlighted below.

MODIFY: Fairfax County Comprehensive Plan, 2013 Edition, Area III, Fairfax Center Area, as amended through 4-29-2014, Land Use Plan Recommendations – The Overlay Level, Land Unit M, Land Use, pages 86-87:

"**Sub-units M2~~, M3~~**

~~These~~This sub-units ~~are~~is planned for residential use at 2 dwelling units per acre at the overlay level. ~~See Sub-unit M1 for the option that includes Tax Map 55-2((3))F (north of Westbrook Drive) as part of a Senior Care Community.~~ Any new development proposed in this area must be compatible with the stable Willowmeade residential subdivision and other residential subdivisions. Visual buffering should be provided in any development plan for parcels fronting on Lee Highway.

Existing spot commercially-zoned parcels along Lee Highway should not be expanded or intensified. Redevelopment to uses which are more compatible to the adjacent planned residential areas should be encouraged.

~~As an option for Tax Map parcels 55-4 ((1)) 9A, 11, 11A, and 14 along the north side of Lee Highway, residential use up to 3 du/ac may be appropriate to encourage the redevelopment of an existing spot commercial use. Full consolidation should be achieved to implement this option, subject to coordinated vehicular and pedestrian access via Willowmeade Drive, buffering and landscaping between the subject property and the Willowmeade neighborhood, and visual buffering along Lee Highway. If full consolidation is not possible, a minimum consolidation of Tax Map parcels 55-4 ((1)) 9A and 11 should be achieved subject the same conditions. Development under this scenario should plan for future interparcel access with any unconsolidated parcels.~~"

MODIFY: Fairfax County Comprehensive Plan, 2013 Edition, Area III, Fairfax Center Area, as amended through 4-29-2014, Land Use Plan Recommendations – The Overlay Level, Land Unit S, Land Use, pages 108-109:

"RECOMMENDATIONS

Land Use

~~**Sub-units S1, S2, S3**~~

~~These sub-units are~~This land unit is planned for low density residential use at 2 dwelling units per acre at the overlay level and generally contains ~~large lot~~low density single-family homes~~ and vacant tracts~~. New development in this area must be compatible with the existing stable Crystal Springs subdivision~~ in Sub-unit S2~~. Buffering along Lee Highway should be incorporated in development plans for this area.

Existing spot commercially-zoned parcels along Lee Highway should not be expanded or intensified. Redevelopment to uses which are more compatible to the adjacent planned residential areas should be encouraged.

~~As an option for Tax Map parcels 55-4 ((1)) 30, 31, 33, 34, 35, and 36B along the south side of Lee Highway, residential use up to 3 du/ac may be appropriate to encourage the redevelopment of existing spot commercial uses. Full consolidation should be achieved to implement this option, subject to the provision of coordinated vehicular and pedestrian access via Tractor Lane, buffering and landscaping between the subject property and the Crystal Springs neighborhood, and visual buffering along Lee Highway. If full consolidation is not possible, a minimum consolidation of Tax Map parcels 55-4 ((1)) 30 and 31 should be achieved subject to the same conditions. Development under this scenario should plan for future interparcel access with any unconsolidated parcels to the west.~~"

Board Agenda Item
December 2, 2014

5:00 p.m.

Public Hearing on Proposed Plan Amendment 2013-III-UP1, Located South of Baron Cameron Avenue, West of Wiehle Avenue, North of Lake Anne and East of North Shore Drive (Hunter Mill District)

ISSUE:
Plan Amendment (PA) 2013-III-UP1 proposes to amend the Comprehensive Plan guidance for Lake Anne Village Center, an approximately 41-acre area located in Reston, in the UP5-Reston Community Planning Sector. The subject area's Comprehensive Plan baseline recommendation refers to the Reston Land Use Plan which depicts Village Center, as planned for medium and high density residential uses defined as 14 persons per acre and 60 persons per acre, respectively. The amendment considers changes to recommendations regarding the Millennium Bank building, heritage resources, the Full Consolidation Option and transportation.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 12, 2014, the Planning Commission voted 11-0 (Commissioner Lawrence was not present for the vote) to recommend to the Board of Supervisors approval of the staff recommendation for Plan Amendment 2013-III-UP1, found on Pages 18 through 26 of the Staff Report dated October 29, 2014.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – November 12, 2014
Board of Supervisors' public hearing – December 2, 2014

BACKGROUND:
On September 10, 2013, the Board of Supervisors authorized Plan Amendment 2013-III-UP1 for Land Units A, D and E of the Lake Anne Village Center in Reston to consider a modification of the consolidation recommendations for the Full Consolidation Option. On September 23, 2014, the Board of Supervisors expanded the scope of the Plan amendment for the Lake Anne Village Center to consider modifications to the recommendations of Land Units A, B, C, D, E and F as related to the Full Consolidation

Option. The Plan amendment may also consider the redevelopment of the Millennium Bank building, and changes to heritage resources and transportation recommendations.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Attachment 2: Staff Report for 2013-III-UP1 has been previously furnished and is available online at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/2013-iii-up1.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Pamela G. Nee, Branch Chief, Planning Division (PD), DPZ
Jennifer R. Bonnette, Planner III, Environmental and Development Review Branch, PD, DPZ

PA 2013-III-UP1 – COMPREHENSIVE PLAN AMENDMENT (LAKE ANN VILLAGE CENTER/RESTON CRESCENT)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. I've got it.

Commissioner de la Fe: Okay, thank you very much. Mr. Chairman, I – as I stated – I believe that with the Plan Amendment that we are recommending approval for tonight is one that will help bring revitalization to Lake Ann Village Center, something that everyone in the community wants. And it – and I think that it – there's general agreement that after all that has gone on for the last, not only, five years since the current plan was that - been with the five years that preceded the study that preceded that amendment. I believe that we can now move forward to the point that we actually may be able to do something at Lake Ann. Mr. Chairman, I support Plan Amendment 2013-III-UP1, which includes the following modifications to the current plan:

- It revises the boundary between Land Unit A and Land Unit F so that the land area of the Millennium Bank building would shift to Land Unit A;
- Removes Land Unit E from the full consolidation option;
- Increases the recommended non-residential use in Land Unit D under the full consolidation option from 4,000 square feet to 48,000 square feet; and
- Demolishes the existing gas station if redevelopment – if redevelopment under the full consolidation option;
- Increases the total non-residential development from 109,000 square feet to 153,000 square feet under the full consolidation option; and
- Strengthens the existing recommendations concerning the timing of the realignment of Village Road.

Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT 2013-III-UP1, FOUND ON PAGES 18 THROUGH 26 OF THE STAFF REPORT DATED OCTOBER 29, 2014.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt PA 2013-III-UP1, say aye.
Commissioners: Aye

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Thank you for coming, Bob.

Chairman Murphy: Thank you. I want to recognize again Bob Simon. I hope I don't embarrass him, but he takes an active role in what goes on in Reston. And he's working his way towards his 101st birthday so, you know, that's a great tribute to you for keeping involved in the land use process of Fairfax County. Congratulations.

//

(The motion carried by a vote of 11-0. Commissioner Lawrence was not present for the vote.)

JLC

Board Agenda Item
December 2, 2014

5:00 p.m.

Public Hearing on Proposed Amendments to the *Code of the County of Fairfax, Virginia* (Code) Regarding Adjustment of the Fees Charged by the Fire Marshal Plan Review, Permits, and Inspection Services

ISSUE:
Adjustments to the fees charged for plan review, permits and inspection services in order to support the Fire Marshal's efforts to enhance the plans review, permit and inspection services and to achieve a cost recovery threshold of 90-100%.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed amendments to the *Code of the County of Fairfax, Virginia* (County Code), as set forth in the staff report dated October 28, 2014.

TIMING:
On October 28, 2014, the Board authorized the advertising of public hearings. If approved, these amendments shall become effective on January 1, 2015, at 12:01 a.m., and the revised fees shall be applicable to any submission after the effective date.

BACKGROUND:
The Fire and Rescue Department is proposing to adjust the Fire Marshal fees for plan review, permits, and inspection services. Fire Marshal hourly rate fees were last increased in FY2009 and fees for operational permits were increased in FY2010. At that time, the hourly rate fees were increased by approximately 33% and the fees for most operational permits contained in Chapter 62 were increased by 25%. The fees were adjusted to recover the actual costs of providing services. At that time, the Board directed staff to ensure that the Fire Marshal annually review their fee structure to achieve a cost recovery threshold of 90-100%.

Since that time, the Fire Marshal's staff has continued to review and control its costs. The Fire Marshal's Office (FMO) experienced an increase in the total amount of fees collected for service; however, FY2014 was the first year that the mandated cost recovery threshold was not achieved. The increased costs are primarily due to increases in personnel costs, fringe benefits and increased operating costs.

The FMO is proposing an increase to the majority of its fees. The proposed fees for reviewing plans, processing permits and performing inspections are based on increases in workload and increased operating costs associated with enforcement of the *Fire Prevention Code of the County of Fairfax*. The proposed fee increase will ensure that the FMO achieve its cost recovery threshold. The increased fees will also provide for additional staff resources to assist the FMO in improving customer service, ensure that the FMO engineering plans review staff keeps pace with additional workload generated by an increase in LDS engineering staff and enhancements to the Fast Track Program.

Fire Marshal fees contained in Appendix Q of the Code of the County of Fairfax are being presented to the Board for consideration in a separate board item prepared by the Department of Public Works and Environmental Services. The revenue and staffing increase for the Fire Marshal's Office is also included in that item. Staff recommends that timing of the increases in Fire Marshal fees in Appendix Q and Chapter 62 are done concurrently to avoid confusion by industry.

SUMMARY OF AMENDMENTS:
The proposed amendments increase fees charged by the Fire Marshal. The proposed adjustments will assist the Fire Marshal in efforts achieve a cost recovery rate of 90-100% and to provide for additional staff resources. In general, the hourly fees contained in Table 107.2 of the *Fire Prevention Code of the County of Fairfax* (Chapter 62) concerning plan review, witnessed fire protection systems tests, and certain inspections will be increased from $128 per hour (billed in ¼ hour increments) to $156 per hour, which is a 21.9% increase. Most operational permits contained in Table 107.2 of the *Fire Prevention Code of the County of Fairfax* (Chapter 62) will increase by 20% with the exception of the following:

- Review of Tier II submissions, per chemical, to a maximum of $200;
- Review of hazardous materials facility emergency response plan, above the threshold planning quantity of extremely hazardous substances;
- Office for Children Home Day Care Fire Inspections; and
- County and State Licensing Fire Inspections.

The existing fees associated with the aforementioned items are sufficient to cover the costs of providing services.

REGULATORY IMPACT:
The proposed fee amendments increase the fees charged by the Fire Marshal for plan review, permits, and inspection services to ensure that the mandated rate of cost recovery is 90-100%. Aside from the aforementioned fees that remain unchanged, the fees will increase by approximately 20% with some variation due to maintaining whole dollar amounts for billing in ¼ hour increments. For a full list of proposed amendments, refer to Attachment I – Amendments to Chapter 62, Section 62-2-8, Table 107.2, Fire Prevention Fees and Detailed Permit Requirements.

FISCAL IMPACT:
If adopted by the Board, it is anticipated that the proposed fee adjustments will generate increased revenue of approximately $286,875 in FY2015. This revenue estimate is based on the FY2014 actual revenue of $2.6 million for services provided under Chapter 62 and assumes that workload remains constant in FY2015. It is anticipated that the proposed fee adjustments will generate increased revenue of approximately $573,749 in FY2016. Any reduction in plan and permit activity may have a negative impact on the projected revenue. Staff in the FMO will work in close coordination with the Department of Management and Budget to monitor these trends. The $286,985 in additional revenue will be reflected in the FY2015 Revised Budget Plan. The $573,749 in additional revenue will be reflected in the County Executive's proposed FY2016 Advertised Budget Plan.

ENCLOSED DOCUMENTS:
Attachment I - Staff Report dated October 28, 2014

STAFF:
David Rohrer, Deputy County Executive for Public Safety
Fire Chief Richard Bowers, Fire and Rescue Department

ATTACHMENT 1

FAIRFAX COUNTY

V I R G I N I A

STAFF REPORT

PROPOSED AMENDMENTS TO THE FIRE PREVENTION CODE OF THE COUNTY OF FAIRFAX (CHAPTER 62)

Fire Marshal Fees

PUBLIC HEARING DATES

Board of Supervisors December 2, 2014

PREPARED BY
FIRE PREVENTION DIVISION
FIRE AND RESCUE DEPARTMENT
703-246-4753

October 28, 2014

NJ

Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

STAFF COMMENT

The proposed *Fire Prevention Code of the County of Fairfax* amendments increase Fire Marshal fees for plans submissions, inspections and operational permits.

Existing Fire Prevention Code Provisions

The Fire Prevention Division of the County's Fire and Rescue Department reviews various plans, issues operational permits, performs inspections and witnesses periodic testing of existing fire protection systems for compliance with *Fire Prevention Code of the County of Fairfax*. Under the existing Fire Prevention Code, Fire Marshal fees are assessed for review of various types of plans, issuance of operational permits, and witnessing annual re-testing of existing fire protection systems. The Fire Marshal fees are based on the actual costs of performing each type of service. The *Statewide Fire Prevention Code* allows jurisdictions to assess fees to defray the costs associated with enforcing the code. The Fire Marshal's Office was directed by the Board of Supervisors to set fees so that 90-100% of actual costs are recovered.

Background

The current Fire Marshal review, permit, and inspection fees which were last adjusted in FY2009 set the hourly rate at $128 per hour (billed in ¼ hour increments), per reviewer or inspector. Fees for most operational permits were last reviewed and adjusted in FY2010 and most permit fees were set at $125. The Fire and Rescue Department recently reviewed the current fee structure and cost recovery effort within the Fire Prevention Division. As a result of the review, staff recommends an increase in existing fees to more closely align the fees with the cost of performing mandated services. Staff recommends a fee increase of the hourly rate to $156 per hour (a 21.875% increase), per reviewer or inspector and further recommends a 20% increase in fees for most operational permits. The rationale for the proposed rate increases is due to increased personnel costs, fringe benefits and operational expenses. The increased rates are comparable to those of surrounding jurisdictions and represent a 98% cost recovery rate.

Proposed Amendments

The proposed *Fire Prevention Code of the County of Fairfax* amendments increase the Fire Marshal review and inspection fee to $156 per hour and increases the cost of most operational permits to $150. The proposed rates represent a 98% cost recovery rate which is within the 90-100% rate set by the Board in FY2009.

Conclusion

Given that the current fees do not generate sufficient revenue to recover 90-100% of the Fire Marshal's costs to process and review plans, perform inspections or re-test existing fire protection systems, staff believes that a fee increase is appropriate.

Additionally, the Fire Marshal hourly fees contained in Appendix Q of the *Code of the County of Fairfax* are also being recommended for increase and are contained in a separate package. It is critical that the hourly rates charged in Appendix Q and Chapter 62 remain the same to avoid confusion among industry. Therefore, staff recommends adoption of the proposed amendments as advertised with an effective date of 12:01 a.m. on December 31, 2014.

Attachment I

CHAPTER 62

FIRE PROTECTION

Article 1. IN GENERAL

Section 62-2-7. Fairfax County Fire Prevention Code.

The regulations set forth herein shall be known as the Fire Prevention Code of the County of Fairfax, and shall be herein referred to as such or as this Code.

Section 62-2-8. Amendments, additions, deletions to the Virginia Statewide Fire Prevention Code.

The Virginia Statewide Fire Prevention Code is hereby amended and changed pursuant to Section 27-97 of the Code of Virginia in the following respects:

Table 107.2. Amended as follows:

	Code Reference	**Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS**	*Old Flat Fee*	*New Flat Fee*	*Old Hourly Fee*	*New Hourly Fee*
		Section 1 - Detailed Operational Permit Requirements				
1	108.1.1	Aerosol Products, Level 2 or 3: Manufacture, Store, or Handle an Aggregate Quantity in Excess of 500 Pounds Net Weight	~~$125~~	$150		
2	108.1.1	Special Amusement Buildings	~~$125~~	$150		
3	108.1.1	Aviation Facilities (Group H or S Occupancies): Aircraft Servicing or Repair and Aircraft Fuel Servicing Vehicles	~~$125~~	$150		
4	108.1.1	Carnivals, Circuses, Fairs, and Festivals Outdoor Assembly 500 persons or more (except A or E use groups) Outdoor Assembly 1000 persons or more (30 Day Permit)	~~$125~~	$150		
5	108.1.1	Battery Systems: Install Stationary Lead-Acid Battery Systems Having a Liquid Capacity of More Than 50 Gallons	~~$125~~	$150		
6	108.1.1	Cellulose Nitrate (Pyroxylin Plastic): Assembly or Manufacturing of Articles Involving Any Amount	~~$125~~	$150		
7	108.1.1	Cellulose Nitrate (Pyroxylin Plastic): Storage or Handling More Than 25 Pounds	~~$125~~	$150		
8	108.1.1	Cellulose Nitrate Film: Store, Handle, or Use in a Group A Occupancy	~~$125~~	$150		
9	108.1.1	Combustible Dust-Producing Operations	~~$125~~	$150		
10	108.1.1	Combustible Fibers: Storage and Handling of Greater Than 100 Cubic Feet Exception: Agricultural Storage	~~$125~~	$150		

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Old Flat Fee	New Flat Fee	Old Hourly Fee	New Hourly Fee
11	108.1.1	Compressed Gas - Corrosive: Storage, Use, or Handling, in Excess of 200 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	~~$125~~	$150		
12	108.1.1	Compressed Gas - Flammable: Storage, Use, or Handling, in Excess of 200 Cubic Feet at Normal Temperature and Pressure including hydrogen gases stored in metal hydrides. Exceptions: 1. Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle 2. Cryogenic Fluids and Liquefied Petroleum Gases	~~$125~~	$150		
13	108.1.1	Compressed Gas - Toxic or Highly Toxic: Storage, Use, or Handling, Any Amount	~~$125~~	$150		
14	108.1.1	Compressed Gas - Inert or Simple Asphyxiant: Storage, Use, or Handling in Excess of 6000 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	~~$125~~	$150		
15	108.1.1	Compressed Gas - Oxidizing (Including Oxygen): Storage, Use, or Handling, in Excess of 504 Cubic Feet at Normal Temperature and Pressure Exception: Vehicles Equipped For and Using Compressed Gas as a Fuel for Propelling the Vehicle	~~$125~~	$150		
16	108.1.1	Compressed Gas – Pyrophoric: Storage, Use, and Handling of Any Amount	~~$125~~	$150		
17	108.1.1	Cryogenic Fluids - Flammable: Produce, Store, Transport on Site, Use, Handle, or Dispense More Than 1 Gallon Inside a Building or More Than 60 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	~~$125~~	$150		
18	108.1.1	Cryogenic Fluids - Inert: Produce, Store, Transport on Site, Use, Handle, or Dispense More Than 60 Gallons Inside a Building or More Than 500 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	~~$125~~	$150		
19	108.1.1	Cryogenic Fluids - Oxidizing (Includes Oxygen): Produce, Store, Transport on Site, Use, Handle, or Dispense More Than 10 Gallons Inside a Building or More Than 50 Gallons Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	~~$125~~	$150		
20	108.1.1	Cryogenic Fluids - Physical or Health Hazard Not Otherwise Specified: Produce, Store, Transport on Site, Use, Handle, or Dispense Any Amount Inside a Building or Any Amount Outside a Building Exception: Operational Permits are not Required for Vehicles Equipped For and Using Cryogenic Fluids as a Fuel for Propelling the Vehicle or for Refrigerating the Lading	~~$125~~	$150		

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Old Flat Fee	New Flat Fee	Old Hourly Fee	New Hourly Fee
21	108.1.1	Commercial Kitchen Operation Requiring a Type I Hood Exception: Assembly/Educational Occupancies Having a Fire Prevention Code Permit	~~$125~~	$150		
22	108.1.1	Dry Cleaning – Any Type Plant Using Any Class of Solvent or Changing to a More Hazardous Cleaning Solvent Used in Existing Dry Cleaning Equipment	~~$125~~	$150		
23	108.1.1	Explosives: Explosives Use, Each Site or Location (6 Month Permit)	~~$150~~	$180		
24	108.1.1	Explosives: Transportation, Each Vehicle (6 Month Permit)	~~$ 65~~	$78		
25	108.1.1	Explosives: Firm or Company License	~~$125~~	$150		
26	108.1.1	Explosives: Storage and Display of Black Powder or Smokeless Propellant Indoors	~~$125~~	$150		
27	108.1.1	Explosives: Approved Overnight Storage, Any Quantity (6 Month Permit)	~~$500~~	$600		
28	108.1.1	Explosives: Laboratory Use (6 Month Permit)	~~$125~~	$150		
29	108.1.1	Explosives: Temporary Storage, Any Quantity (1 day permit)	~~$500~~	$600		
30	108.1.1	Flammable Liquids – Class I: Store, Handle, or Use in Excess of 5 Gallons in a Building or in Excess of 10 Gallons Outside a Building Exceptions: 1. Storage or Use in the Fuel Tank of a Motor Vehicle, Aircraft, Motorboat, Mobile Power Plant, or Mobile Heating Plant, Unless Such Storage, in the Opinion of the Fire Official, Would Cause an Unsafe Condition 2. Storage or Use of Paints, Oils, Varnishes, or Similar Flammable Mixtures When Such Liquids are Stored for Maintenance, Painting, or Similar Purposes for a Period of Not More Than 30 Days	~~$125~~	$150		
31	108.1.1	Combustible Liquids – Class II or IIIA: Store, Handle, or Use in Excess of 25 Gallons in a Building or in Excess of 60 Gallons Outside a Building Exception: Fuel Oil Used in Connection with Oil-burning Equipment	~~$125~~	$150		
32	108.1.1	Flammable/Combustible Liquid Tank - Underground Storage Only	~~$125~~	$150		
33	108.1.1	Flammable/Combustible Liquid Tank - Underground Storage Utilizing Dispensing Equipment	~~$125~~	$150		
34	108.1.1	Flammable/Combustible Liquid Tank – Above - ground Storage Only	~~$125~~	$150		
35	108.1.1	Flammable/Combustible Liquid Tank – Above - ground Storage Utilizing Dispensing Equipment	~~$125~~	$150		
36	108.1.1	Flammable/Combustible Liquids: Bulk Storage Facility – in Excess of 100,000 Gallons	~~$500~~	$600		
37	108.1.1	Flammable/Combustible Liquid Tank - Installation, Above- or Below-ground Tank (90 Day Permit)	~~$125~~	$150		
38	108.1.1	Flammable/Combustible Liquid Tank - Alter or Relocate an Existing Tank (90 Day Permit)	~~$125~~	$150		
39	108.1.1	Flammable/Combustible Liquid Tank – Place Temporarily Out of Service	~~$125~~	$150		
40	108.1.1	Flammable/Combustible Liquid Tank - Underground Abandonment (90 Day Permit)	~~$125~~	$150		
41	108.1.1	Flammable/Combustible Liquid Tank - Underground Removal (Commercial - 90 Day Permit)	~~$125~~	$150		
42	108.1.1	Flammable/Combustible Liquid Tank - Underground Removal (Residential - 90 Day Permit)	~~$125~~	$150		
43	108.1.1	Flammable/Combustible Liquid Tank – Above -ground Removal (Commercial - 90 Day Permit)	~~$125~~	$150		

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Old Flat Fee	New Flat Fee	Old Hourly Fee	New Hourly Fee
44	108.1.1	Flammable/Combustible Liquid Tank - Install Product Lines/Dispensing Equipment (90 Day Permit)	~~$125~~	$150		
~~45~~	108.1.1	Flammable/Combustible Liquids: Manufacture, Process, Blend, or Refine	~~$250~~	$300		
~~46~~	108.1.1	Flammable/Combustible Liquid Tank: Change the Contents Stored to a Greater Hazard	~~$125~~	$150		
47	108.1.1	Floor Finishing or Surfacing Exceeding 350 Square Feet Using Class I or Class II Liquids (30 Day Permit)	~~$ 65~~	$78		
48	108.1.1	Fruit- and Crop-Ripening Facility or Process Using Ethylene Gas	~~$125~~	$150		
49	108.1.1	Fumigation or Thermal Insecticidal Fogging or Maintaining a Room, Vault or Chamber in Which a Toxic or Flammable Fumigant is Used (15 Day Permit)	~~$125~~	$150		
50	108.1.1	Corrosive Liquids: Store, Transport on Site, Dispense, Use, or Handle in Excess of 55 Gallons	~~$125~~	$150		
51	108.1.1	Corrosive Solids: Store, Transport on Site, Dispense, Use, or Handle in Excess of 1000 Pounds	~~$125~~	$150		
52	108.1.1	Flammable Solids: Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds	~~$125~~	$150		
53	108.1.1	Highly Toxic Liquids: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
54	108.1.1	Highly Toxic Solids: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
55	108.1.1	Oxidizing Liquids, Class 4: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
56	108.1.1	Oxidizing Liquids, Class 3: Store, Transport on Site, Dispense, Use, or Handle in Excess of 1 Gallon	~~$125~~	$150		
57	108.1.1	Oxidizing Liquids, Class 2: Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons	~~$125~~	$150		
58	108.1.1	Oxidizing Liquids, Class 1: Store, Transport on Site, Dispense, Use, or Handle in Excess of 55 Gallons	~~$125~~	$150		
59	108.1.1	Oxidizing Solids, Class 4: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
60	108.1.1	Oxidizing Solids, Class 3: Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Pounds	~~$125~~	$150		
61	108.1.1	Oxidizing Solids, Class 2: Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds	~~$125~~	$150		
62	108.1.1	Oxidizing Solids, Class 1: Store, Transport on Site, Dispense, Use, or Handle in Excess of 500 Pounds	~~$125~~	$150		
63	108.1.1	Organic Peroxides, Liquid, Class I: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
64	108.1.1	Organic Peroxides, Liquid, Class II: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
65	108.1.1	Organic Peroxides, Liquid, Class III: Store, Transport on Site, Dispense, Use, or Handle in Excess of 1 Gallon	~~$125~~	$150		
66	108.1.1	Organic Peroxides, Liquid, Class IV: Store, Transport on Site, Dispense, Use, or Handle in Excess of 2 Gallons	~~$125~~	$150		
67	108.1.1	Organic Peroxides, Solid, Class I: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Old Flat Fee	New Flat Fee	Old Hourly Fee	New Hourly Fee
68	108.1.1	Organic Peroxides, Solid, Class II: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
69	108.1.1	Organic Peroxides, Solid, Class III: Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Pounds	~~$125~~	$150		
70	108.1.1	Organic Peroxides, Solid, Class IV: Store, Transport on Site, Dispense, Use, or Handle in Excess of 20 Pounds	~~$125~~	$150		
71	108.1.1	Pyrophoric Material, Liquid: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
72	108.1.1	Pyrophoric Material, Solid: Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
73	108.1.1	Hazardous Production Facilities (HPM): Store, Handle, or Use Hazardous Production Materials	~~$125~~	$150		
74	108.1.1	High Piled Storage: Use a Building or a Portion Thereof as a High-piled Storage Area Exceeding 500 Square Feet.	~~$125~~	$150		
75	108.1.1	Hot Work and Welding: Public Exhibitions and Demonstrations (Each Exhibitor/Demo. - 10 Day Permit)	~~$65~~	$78		
76	108.1.1	Hot Work and Welding: Small Scale Hot Work	~~$125~~	$150		
77	108.1.1	Hot Work and Welding: Fixed-Site Hot Work Equipment (Example: Welding Booth)	~~$125~~	$150		
78	108.1.1	Hot Work and Welding: Cutting or Welding, All Locations	~~$125~~	$150		
79	108.1.1	Hot Work and Welding: Open Flame Device Roofing Operation (Each Site/Location - 90 Day Permit)	~~$125~~	$150		
80	108.1.1	Hot Work and Welding: Torch or Open-Flame Operations other than Roofing (Each Site/Location - 30 Day permit)	~~$65~~	$78		
81	108.1.1	Industrial Ovens	~~$125~~	$150		
82	108.1.1	Lumber Yards and Woodworking Plants: Storage or Processing of Lumber Exceeding 100,000 Board Feet	~~$125~~	$150		
83	108.1.1	Liquid- or Gas-Fueled Vehicles: Display Inside Any Building (Each Event – 6 Month Permit)	~~$125~~	$150		
84	108.1.1	LP-Gas: Storage and/or Use Inside Any Structure Exception One and two-family detached single family dwellings and townhouses	~~$125~~	$150		
85	108.1.1	LP-Gas: Storage and/or Use Outside, Portable Installation, per Event, more than 10 gallons aggregate (30 day permit)	~~$ 65~~	$78		
86	108.1.1	LP-Gas: Permanent Storage and/or Use Outside, per Year, more than 10 gallons aggregate Exception: One and two-family detached single family dwellings and townhouses	~~$125~~	$150		
87	108.1.1	LP-Gas: Dispensing and Cylinder Refill Location	~~$125~~	$150		
88	108.1.1	LP-Gas: Retail Cylinder Exchange Location	~~$125~~	$150		
89	108.1.1	Combustible Storage: Storage Inside Any Building or Upon Any Premises - in Excess of 2500 Cubic Feet	~~$125~~	$150		
90	108.1.1	Open Burning: Bonfire (10 Day Permit)	~~$125~~	$150		
91	108.1.1	Open Burning: Silvicultural / Controlled Burning (90 Day Permit)	~~$125~~	$150		
92	108.1.1	Open Flame and Candles: Public Meetings/Gatherings in A and E Use Groups (Each Event)	~~$ 65~~	$78		
93	108.1.1	Open Flame and Candles: Restaurants and Drinking Establishments, Assembly and Dining Areas	~~$125~~	$150		

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Old Flat Fee	New Flat Fee	Old Hourly Fee	New Hourly Fee
94	108.1.1	Organic Coatings: Manufacturing Operation Producing More Than 1 Gallon in One Day	~~$125~~	$150		
95	108.1.1	Place of Assembly/Education - Occupant Load 50 or Greater	~~$125~~	$150		
96	108.1.1	Pyrotechnics and Fireworks: Retail Sales of Permissible Fireworks - Any Amount (45 Day Permit)	~~$600~~	$720		
97	108.1.1	Pyrotechnics and Fireworks: Wholesale of Permissible Fireworks - Any Amount (45 Day Permit)	~~$600~~	$720		
98	108.1.1	Pyrotechnics and Fireworks: Outdoor Fireworks Display (Aerial/Proximate Audience) (One Day Permit)	~~$400~~	$480		
99	108.1.1	Pyrotechnics and Fireworks: Indoor Pyrotechnic Display and Special Effects (One Day Permit)	~~$400~~	$480		
100	108.1.1	Refrigeration Equipment and Systems Having a Refrigerant Circuit Containing More Than 220 Pounds of Group A1 or 30 Pounds of any other Group Refrigerant	~~$125~~	$150		
101	108.1.1	Repair Garages and Service Stations: Automotive Repair Garage Only	~~$125~~	$150		
~~102~~	108.1.1	Repair Garages and Service Stations: Automotive Service Station Only	~~$125~~	$150		
103	108.1.1	Repair Garages and Service Stations: Automotive Repair Garage and Service Station	~~$125~~	$150		
104	108.1.1	Repair Garages and Service Stations: LP-Gas Motor-Vehicle Fuel-Dispensing	~~$125~~	$150		
105	108.1.1	Repair Garages and Service Stations: Compressed Natural Gas Motor-Vehicle Fuel-Dispensing	~~$125~~	$150		
106	108.1.1	Repair Garages and Service Stations: Hydrogen Motor Fuel Dispensing and Generation Station	~~$125~~	$150		
107	108.1.1	Repair Garages and Service Stations: Marine and Watercraft Service Station	~~$125~~	$150		
108	108.1.1	Repair Garages and Service Stations: Unattended Vehicle Service Station	~~$125~~	$150		
109	108.1.1	Rooftop Heliports	~~$125~~	$150		
110	108.1.1	Spraying or Dipping Operations: Flammable/Combustible Liquid Spray Finishing Operation	~~$125~~	$150		
111	108.1.1	Spraying or Dipping Operations: Flammable/Combustible Liquid Dip-Tank Operation	~~$125~~	$150		
112	108.1.1	Spraying or Dipping Operations: Application of Combustible Powders/Spray/Fluidized	~~$125~~	$150		
113	108.1.1	Spraying or Dipping Operations: Dual-Component Coatings With Organic Peroxides	~~$125~~	$150		
114	108.1.1	Swimming Pool Chemical Dispensing Operation	~~$125~~	$150		
115	108.1.1	Temporary Membrane Structures and Tents (6 Month Permit) Exceptions: 1. Tents used Exclusively for Recreational Camping Purposes 2. Tents and Air-supported Structures that Cover an Area of 900 Square Feet or Less, Including all Connecting Areas or Spaces with a Common Means of Egress and with an Occupant Load of less than 50 Persons	~~$125~~	$150		
116	108.1.1	Tire Rebuilding Plants	~~$125~~	$150		
117	108.1.1	Tire Storage: Establish, Conduct, or Maintain Storage of Scrap Tires and Tire Byproducts that Exceeds 2500 Cubic Feet of Total Volume of Scrap Tires and for Indoor Storage of Tires and Tire Byproducts	~~$125~~	$150		
118	108.1.1	Toxic Materials Liquids - Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons	~~$125~~	$150		

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	Old Flat Fee	New Flat Fee	Old Hourly Fee	New Hourly Fee
119	108.1.1	Toxic Materials Solids - Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds	~~$125~~	$150		
120	108.1.1	Unstable (Reactive) Materials: Liquids, Class 1 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 10 Gallons	~~$125~~	$150		
121	108.1.1	Unstable (Reactive) Materials: Liquids, Class 2 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 5 Gallons	~~$125~~	$150		
122	108.1.1	Unstable (Reactive) Materials: Liquids, Class 3 – Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
123	108.1.1	Unstable (Reactive) Materials: Liquids, Class 4 – Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
124	108.1.1	Unstable (Reactive) Materials: Solids, Class 1 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 100 Pounds	~~$125~~	$150		
125	108.1.1	Unstable (Reactive) Materials: Solids, Class 2 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 50 Pounds	~~$125~~	$150		
126	108.1.1	Unstable (Reactive) Materials: Solids, Class 3 – Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
127	108.1.1	Unstable (Reactive) Materials: Solids, Class 4 – Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
128	108.1.1	Water-reactive Materials: Liquids, Class 1 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 55 Gallons	~~$125~~	$150		
129	108.1.1	Water-reactive Materials: Liquids, Class 2 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 5 Gallons	~~$125~~	$150		
130	108.1.1	Water-reactive Materials: Liquids, Class 3 – Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
131	108.1.1	Water-reactive Materials: Solids, Class 1 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 500 Pounds	~~$125~~	$150		
132	108.1.1	Water-reactive Materials: Solids, Class 2 – Store, Transport on Site, Dispense, Use, or Handle in Excess of 50 Pounds	~~$125~~	$150		
133	108.1.1	Water-reactive Materials: Solids, Class 3 – Store, Transport on Site, Dispense, Use, or Handle Any Amount	~~$125~~	$150		
134	108.1.1	Waste Handling: Wrecking Yard or Junk Yard	~~$125~~	$150		
135	108.1.1	Waste Handling: Waste Material Handling Facility	~~$125~~	$150		
136	108.1.1	Wood Products: Storage of Chips, Hogged Material, Lumber, or Plywood in Excess of 200 Cubic Feet	~~$125~~	$150		
		Section 2 - Plan Review Fees				
137	404.3.1	Fire Safety and Evacuation Plan Review			~~$128~~	$156
138	2301.4	Fire Safety and Evacuation Plan Review: High-Piled Combustible Storage Areas in Excess of 500 Square Feet			~~$128~~	$156
139	2701.5.1	Hazard Communication: Hazardous Material Management Plan Review			~~$128~~	$156
140	2701.6.3	Hazardous Material Facility Closure Plan Review			~~$128~~	$156
141	2701	Tier II submissions, per chemical, to a maximum of $200	$25	$25		
142	2701	Hazardous materials facility emergency response plan, above the threshold planning quantity of extremely hazardous substances	$100	$100		
143	1903.7	Lumber Yard or Woodworking Facility Plans Review			~~$128~~	$156

Code Reference		Table 107.2 FIRE PREVENTION FEES AND DETAILED PERMIT REQUIREMENTS	*Old Flat Fee*	*New Flat Fee*	*Old Hourly Fee*	*New Hourly Fee*
144	403. 2	Public Safety Plan Review, Indoor or Outdoor Assemblages			~~$128~~	$156
145	3801.3	Site and Installation Plan Review: LP-gas Cylinder Exchange Program			~~$128~~	$156
146	408.11.1	Lockdown Plans Review			~~$128~~	$156
		Section 3 - Inspection And Testing Fees				
147	107.12	Office For Children Home Day Care Fire Inspections (Includes 1 Follow-up Inspection)	$25			
148	107.12	County and State Licensing Fire Inspections (Includes 1 Follow-up Inspection)	$25			
149	107.12	Certificate of Occupancy Inspections (Towns of Vienna and Herndon)			~~$128~~	$156
150	109.5	Fire Prevention Permit Inspections, Follow-ups, Performance Testing, and Reinspections			~~$128~~	$156
151	107.12	Technical Inspection (Not Otherwise Specified), (i.e., Pre-Occupancy Punch List - Each Inspector)			~~$128~~	$156
152	901.6.3.1	Testing and Reinspection of Existing Fire Protection Systems (Each Inspector)			~~$128~~	$156
153	907.20.6	Faulty or Nuisance Fire Alarm Inspections, Follow-ups, and Reinspections			~~$128~~	$156

Board Agenda Item
December 2, 2014

5:00 p.m.

Public Hearing on Proposed Amendments to the *Code of the County of Fairfax, Virginia* (Code) Regarding Adjustment of the Fees Charged by Land Development Services for Plan Review, Permits, and Inspection Services

ISSUE:
Adjustments to the fees charged for plan review, permits and inspection services in order to support Land Development Services' (LDS) efforts to enhance the land development review process.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, November 12, 2014, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of the proposed amendments to Appendix Q of the *Code of The County of Fairfax, Virginia*, as set forth in Attachment A of the Staff Report dated October 28, 2014 to become effective at 12:01 a.m. on January 1, 2015; and

- Approval of the proposed amendments to Chapter 61 (Building Provisions) of the *Code of the County of Fairfax, Virginia*, as set forth in Attachment B of the Staff Report dated October 28, 2014 to become effective at 12:01 a.m. on January 1, 2015.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed amendments to the *Code of the County of Fairfax, Virginia* (County Code), as set forth in the staff report dated October 28, 2014.

TIMING:
On October 28, 2014, the Board authorized the advertising of public hearings. The Planning Commission public hearing was held November 12, 2014. If approved, these amendments shall become effective on January 1, 2015, at 12:01 a.m., and the revised fees shall be applicable to any submission after the effective date.

Board Agenda Item
December 2, 2014

BACKGROUND:
The Department of Public Works and Environmental Services is proposing to adjust the LDS and Fire Prevention Division (Fire Marshal) fees for plan review, permits, and inspection services. The LDS fees were last increased in July, 2013 (FY 2014), by approximately 2.75% in line with the Consumer Price Index (CPI), with the exception of certain fees that remained unchanged due to rounding or because the existing fees adequately covered the actual costs of providing services. The Fire Marshal hourly rate fees were last increased in 2008 (FY 2009), from $96.00 per hour to $128.00 per hour, and fees for operational permits were increased in 2009 (FY 2010). At that time, the hourly rate fees were increased by approximately 33% and the fees for most operational permits contained in Chapter 62 of the County Code were increased by 25%. The fees were adjusted to cover the actual costs of providing services.

The July, 2013 (FY 2014) fee adjustment was in response to the Board's request in 2009 to regularly review and adjust LDS fees to avoid the large fee adjustments that were adopted in the past. The Board's request was based on input from industry representatives from the Northern Virginia Building Industry Association, the National Association of Industrial and Office Parks, and the Engineers & Surveyors Institute regarding the negative impact of large and unpredictable fee increases to land development projects.

Over the past two years, LDS has continued to review and control its costs. Although LDS has experienced an increase in revenue from the previous fee increase, LDS has also experienced an increase in costs primarily due to a rise in workload and associated expenses. There's been a rise in the number of permit applications and site and subdivision plans submitted to the County and increased complexity of plans. In addition, LDS is facing challenges due to the economic rebound, the implementation of new state and federal regulations, and the higher expectations of our customers for reduced review timeframes.

As a result, LDS is proposing a fee increase to the majority of its fees. The proposed fee increase will provide for additional staff resources to assist LDS and other regulatory agencies in improving customer service and work plan implementation efforts. Additionally, the fee increase will support minimum submission review for grading plans and tenant work, electronic plan submissions and other information technology initiatives, support an Enterprise Fund study and expand a fast track approach for tenant work.

The vetting process for the proposed amendment included meetings with industry representatives to discuss the proposed fee increases. During those meetings, representatives of the land development community did not express objections to the

proposed increases which are thought to be fair and reasonable by staff and the development community. Below is a summary of the proposed amendments.

SUMMARY OF AMENDMENTS:
The proposed fee adjustments increase in the fees charged by LDS and the Fire Marshal's office. The proposed adjustments will assist LDS in efforts to improve the timeliness, quality and customer focus of the regulatory review process. In general, the fees will increase by approximately 20% with some fees increasing up to 21.9% due to rounding, with the following exceptions:

- The following fees remain constant because the existing fees adequately cover the actual costs or to minimize the impact to certain applicants: permit fees for modular residential units; review of grading plans for building permits on existing lots that are not within a subdivision currently bonded with the County and parcels with lots of 5 acres or more; and the additional equipment fees related to vertical transportation lifts (elevators and escalators) permits remain constant (although the percentage of the contract value, used to calculate the permit fee, will increase).

- Pursuant to the current regulations and policies, no fee is charged to: (1) repair, replace, or otherwise re-construct a residential, commercial or industrial structure damaged as the result of a catastrophic event; (2) install solar energy equipment, replace defective sprinkler heads or construct radiation fallout or blast shelters; (3) review a recycling plan; (4) submit requests for exemptions under the Chesapeake Bay Preservation Ordinance; (5) submit requests for Director's approval to use an innovative water quality or detention facility; or (6) review second submission of site plans with public improvements only.

- Permit fees for amusement devices and carnival rides, will increase by as much as $50, in accordance with recent amendments to the Virginia Amusement Device Regulations (VADR). The specific fees currently listed in Appendix Q are being removed and replaced with a reference to the maximum fee in accordance with VADR.

- The electrical permit fees for generators and temporary wiring used exclusively with carnivals, fairs and other temporary amusement activities will be charged under the VADR, in accordance with recent amendments to the Virginia Uniform Statewide Building Code (USBC). The recent amendments to VADR now specify a maximum fee of $165 per event for such permits, which is less than the fees currently charged under the building code. The specific fees currently listed in Appendix Q are being removed and replaced with a reference to the maximum fee in accordance with VADR.

- Permit fees for discharges of stormwater from construction activities and the stormwater management/best management practices review fees, which became effective on July 1, 2014; are not being adjusted at this time.

- The Fire Marshal fees for plan review, inspection and testing and re-inspection are increasing by approximately 21.9%, from $128.00 per hour per reviewer or inspector to $156.00 per hour per reviewer or inspector. The proposed rate is evenly divisible by 4 in order to accommodate a fee of $39.00, when billed in ¼ hour increments.

The following editorial and other changes are being made to the fee schedule (Appendix Q). Please refer to Attachment A of the Staff Report for a copy of Appendix Q.

- Reformat the fee schedule to facilitate greater ease of document management. In general, the fee schedule has been reformatted to separate the numeric values that are embedded within the paragraph, designate the value when the permit fee amount is the “base fee”, and reconfigure the tables.

- Revise the process for determining the building permit fee for Tenant Layouts to include the requirement that the applicant provide verifiable cost data in lieu of using a minimum construction cost, to align with current practice.

- Clarify that the permit fee is charged for ductwork, piping of equipment, or a combination of both, for use groups other than R-3, R-4 and R-5.

- Delete the mechanical permit fee for Automotive Lifts to align with recent amendments to the USBC that eliminated the permit.

- Modify the note referencing an allowance of a one-time reduction of the site inspection fee for agreement extensions to clarify current practice.

In addition, updates to Chapter 61 of the Code (Building Provisions) are being made to delete those fees that were relocated to Appendix Q under amendment #05-11-61, as adopted by the Board on April 12, 2011, and renumber paragraphs accordingly. A copy of the proposed changes to Chapter 61 is included as Attachment B to the Staff Report.

REGULATORY IMPACT:
The proposed fee amendments increase the fees charged by LDS for plan review, permits, and inspection services to support enhancements to the development review

process. The proposed fees are necessary to allow LDS to apply staff resources where necessary to enhance customer service by improving the timeliness and quality of reviews, permits and inspections. Additional resources include a total of up to 28 positions in LDS and other agencies that support the land development process, as well as additional operating expenditures. Aside from the aforementioned fees that remain unchanged, the LDS and Fire Marshal fees will increase by approximately 20% with some variation due to rounding, the permit fees for amusement devices and carnival rides will increase in accordance with recent amendments to the VADR, and other fee related changes to align with recent amendments to state regulations and county policies. Editorial changes are also being made to the fee schedule.

Refer to Attachment A of the Staff Report for a copy of the proposed LDS Fee Schedule.
In addition, updates are being proposed to Chapter 61 (Building Provisions) to delete those fees that were relocated to Appendix Q under amendment #05-11-61, as adopted by the Board on April 12, 2011. A copy of the proposed changes to Chapter 61 is included as Attachment B to the Staff Report. All fees, if approved, shall become effective on January 1, 2015.

FISCAL IMPACT:
If adopted by the Board, it is anticipated that the proposed fee adjustments will generate increased revenue of approximately $2,144,933 in FY 2015. This revenue estimate is based on the FY 2014 actual revenue of $28.9 million and assumes that workload remains constant in FY 2015. It is anticipated that the proposed fee adjustments will generate increased revenue of approximately $5,147,840 in FY 2016. Any reduction in plan and permit activity may have a negative impact on the projected revenue. Staff in LDS will work in close coordination with the Department of Management and Budget to monitor these trends. The $2,144,933 in additional revenue will be reflected in the FY 2015 Revised Budget Plan. The $5,147,840 in additional revenue will be reflected in the County Executive's FY 2016 Advertised Budget Plan.

If adopted by the Board, it is anticipated that the proposed fee adjustments will be needed for the additional expenditure appropriations in FY 2015 and FY 2016. In FY 2015 personnel services will be increased by $1,585,536 to support the additional positions from the effective date of January 1, 2015 until June 30, 2015.The $1,585,536 in additional expenditures will be reflected in the County Executive's proposed *FY 2015 Third Quarter Review.*

In FY 2016, personnel services will be increased by $3,171,072 to support twenty-eight positions in LDS and other regulatory agencies. Operating expenditures will be increased by $946,495 and expenditures will total $4,117,567. The $4,117,567 in

additional expenditures will be reflected in the County Executive's FY 2016 Advertised Budget Plan.

If the plan, permit and inspection workload is above and beyond the anticipated demand, LDS will utilize and increase contract services to provide plan and permit review, and inspection services to support the development review process.

Under the proposed fee increase, the developer's costs associated with plan and permit review and inspections, will increase by approximately 20%. If adopted, the additional revenue will be applied to increase staff and resources, and implement LDS work plan improvements, which will improve efficiency and reduce regulatory review timeframes. It's expected that the additional costs to the developer will be offset by the reduced review times achieved by allowing the developer an opportunity to reduce their monthly carrying costs (e.g., mortgage) accrued during the overall project timeframe. Additionally, under the proposed amendment, there is no impact being proposed for the review of infill grading plans for single family residential development.

ENCLOSED DOCUMENTS:
Attachment 1 - Verbatim excerpt
Attachment 2 - Staff Report

STAFF:
Robert A. Stalzer, Deputy County Executive
James Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey Clark, Acting Director, Land Development Services, DPWES
Chief Michael Reilly, Deputy Chief, Fire Prevention Division

CODE AMENDMENTS (PROPOSED AMENDMENTS TO THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA REGARDING THE ADJUSTMENT OF THE FEES CHARGED BY LAND DEVELOPMENT SERVICES FOR PLAN REVIEW, PERMITS, AND INSPECTION SERVICES)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed. Ms. Hedetniemi.

Commissioner Hedetniemi: Thank you, Mr. Chairman. Mr. Chairman, I think that it's commendable that we have people who speak in favor of this motion, this Amendment, and – that we have the promise of staff support to make it work. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE BOARD ADOPT THE PROPOSED AMENDMENTS TO APPENDIX Q OF THE *CODE OF THE COUNTY OF FAIRFAX, VIRGINIA*, AS SET FORTH IN ATTACHMENT A OF THE STAFF REPORT DATED OCTOBER 28TH, 2014.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt these code changes, as articulated by Ms. Hedetniemi, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE BOARD ADOPT THE PROPOSED AMENDMENTS TO CHAPTER 61 (BUILDING PROVISIONS) OF THE *CODE OF THE COUNTY OF FAIRFAX, VIRGINIA*, AS SET FORTH IN ATTACHMENT OF THE STAFF REPORT DATED OCTOBER 28TH, 2014.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: Finally, Mr. Chairman, I FURTHER MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT THE PROPOSED AMENDMENTS BECOME EFFECTIVE AT 12:01 A.M. ON JANUARY 1,

2015, AND THAT THE REVISED FEES SHALL BE APPLICABLE TO ANY SUBMISSIONS AFTER THAT DATE.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of that motion? All those in favor of the motion, as articulated by Ms. Hedetniemi, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hedetniemi: That's it.

Chairman Murphy: Thank you very much.

Commissioner Hedetniemi: Thank you.

Chairman Murphy: And I'd like to thank Mr. Patteson and Mr. Stonefield for coming to our Land Use Process Review Committee the other night to give us a briefing on this and I just want to say that with the testimony we have from NAIOP and from NVBIA – this is a win-win situation for everyone. It expedites the process without losing the quality of the review system and I appreciate the staff's work on this and the work with industry. That's how we get things done in Fairfax County. Thank you very much.

//

(Each motion carried by a vote of 12-0.)

JLC

Attachment 2

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

STAFF REPORT

- [x] PROPOSED COUNTY CODE AMENDMENT
- [ ] PROPOSED PFM AMENDMENT
- [ ] APPEAL OF DECISION
- [ ] WAIVER REQUEST

Proposed Amendments to the *Code of the County of Fairfax, Virginia* Regarding Adjustment of the Fees Charged by Land Development Services, Department of Public Works and Environmental Services, for Plan Review, Permits, and Inspection Services.

Authorization to Advertise	October 28, 2014
Planning Commission Hearing	November 12, 2014
Board of Supervisors Hearing	December 2, 2014, 5:00 PM

Prepared by: Site Code Research and Development Branch
JBS (703) 324-1780

October 28, 2014

STAFF REPORT

A. Issue:

Adjustments to the fees charged for plan review, permits, and inspection services in order to support Land Development Services' (LDS's) and other regulatory agencies' efforts to enhance the land development review process.

B. Recommended Action:

Staff recommends that the Board of Supervisors adopt the proposed amendments to Chapter 61 and Appendix Q of the *Code of the County of Fairfax, Virginia* (County Code), with an effective date of 12:01 A.M. on January 1, 2015.

C. Timing:

Board of Supervisors' authorization to advertise – October 28, 2014
Planning Commission Public Hearing – November 12, 2014
Board of Supervisors Public Hearing – December 2, 2014, at 5:00 p.m.

D. Source:

Department of Public Works and Environmental Services (DPWES)

E. Coordination:

The proposed amendments were prepared by DPWES and coordinated with the Department of Management and Budget, Department of Planning and Zoning, Fairfax County Fire and Rescue Department Fire Prevention Division (Fire Marshal) and the Office of the County Attorney.

F. Background:

The Department of Public Works and Environmental Services is proposing to adjust the LDS and Fire Prevention Division (Fire Marshal) fees for plan review, permits, and inspection services. LDS fees were last increased in July, 2013 (FY 2014). At that time, the LDS fees were increased by approximately 2.75% in line with the Consumer Price Index (CPI), with the exception of certain fees that remained unchanged due to rounding or because the existing fees adequately covered the actual costs of providing services. The Fire Marshal hourly rate fees were last increased in 2008 (FY 2009), from $96.00 per hour to $128.00 per hour, and fees for operational permits were increased in 2009 (FY 2010). At that time, the hourly rate fees were increased by approximately 33% and the fees for most operational permits contained in Chapter 62 of the County Code were increased by 25%. The fees were adjusted to cover the actual costs of providing services.

The July, 2013 (FY 2014) fee adjustment was in response to the Board's request in 2009 to regularly review and adjust LDS fees to avoid the large fee adjustments that were adopted in the past. The Board's request was based on input from industry representatives from the Northern Virginia Building Industry Association, the National Association of Industrial and Office Parks, and the Engineers & Surveyors Institute regarding the negative impact of large and unpredictable fee increases to land development projects.

Over the past two years, LDS has continued to review and control its costs. Although LDS has experienced an increase in revenue from the previous fee increase, LDS has also experienced an increase in costs primarily due to a rise in workload and associated expenses. There's been a rise in the number of permit applications and site and subdivision plans submitted to the County and increased complexity of plans. In addition, LDS is facing challenges due to the economic rebound, the implementation of new state and federal regulations, and the higher expectations of our customers for reduced review timeframes.

As a result, LDS is proposing a fee increase to the majority of its fees. The proposed fee increase will provide for additional staff resources to assist LDS and other regulatory agencies in improving customer service and work plan implementation efforts. Additionally, the fee increase will support minimum submission review for grading plans and tenant layouts, electronic plan submissions and other information technology initiatives, support an Enterprise Fund study, and expand a fast track approach for tenant layout permits.

The vetting process for the proposed amendment included meetings with industry representatives to discuss the proposed fee increases. During those meetings, representatives of the land development community did not express objections to the proposed increases which are thought to be fair and reasonable by staff and the development community. Below is a summary of the proposed amendments.

G. Proposed Amendments:

The proposed fee adjustments increase in the fees charged by LDS. The proposed adjustments will assist LDS in efforts to improve the timeliness, quality and customer focus of the regulatory review process. In general, the fees will increase by approximately 20.0%, with some fees increasing by up to 21.9% due to rounding, with the following exceptions:

- The following fees remain constant because the existing fees adequately cover the actual costs or to minimize the impact to certain applicants: permit fees for modular residential units; review of grading plans for building permits on existing lots that are not within a subdivision currently bonded with the County and parcels with lots of 5 acres or more; and the additional equipment fees related to vertical transportation lifts (elevators and escalators) permits

remain constant (although the percentage of the contract value, used to calculate the permit fee, will increase).

- Pursuant to the current regulations and policies, no fee is charged to: (1) repair, replace, or otherwise re-construct a residential, commercial or industrial structure damaged as the result of a catastrophic event; (2) install solar energy equipment, replace defective sprinkler heads or construct radiation fallout or blast shelters; (3) review a recycling plan; (4) submit requests for exemptions under the Chesapeake Bay Preservation Ordinance; (5) submit requests for Director's approval to use an innovative water quality or detention facility; or (6) review second submission of site plans with public improvements only.

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- Permit fees for discharges of stormwater from construction activities and the stormwater management/best management practices review fees, which became effective on July 1, 2014; are not being adjusted at this time.

- The Fire Marshal fees for plan review, inspection and testing and re-inspection are increasing by approximately 21.9%, from $128.00 per hour per reviewer or inspector to $156.00 per hour per reviewer or inspector. The proposed rate is evenly divisible by 4 in order to accommodate a fee of $39.00, when billed in ¼ hour increments.

The following editorial and other changes are being made to the fee schedule (Appendix Q). Please refer to Attachment A for a copy of Appendix Q.

- Reformat the fee schedule to facilitate greater ease of document management. In general, the fee schedule has been reformatted to separate the numeric values that are embedded within the paragraph, designate the value when the permit fee amount is the "base fee", and reconfigure the tables.

- Revise the process for determining the building permit fee for Tenant Layouts to include the requirement that the applicant provide verifiable cost data in lieu of using a minimum construction cost, to align with current practice.

- Clarify that the permit fee is charged for ductwork, piping of equipment, or a combination of both, for use groups other than R-3, R-4 and R-5.

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- Modify the note referencing an allowance of a one-time reduction of the site inspection fee for agreement extensions to clarify current practice.

In addition, updates to Chapter 61 of the Code (Building Provisions) are being made to delete those fees that were relocated to Appendix Q under amendment #05-11-61, as adopted by the Board on April 12, 2011, and renumber paragraphs accordingly. A copy of the proposed changes to Chapter 61 is included as Attachment B.

H. Regulatory Impact:

The proposed fee amendments increase the fees charged by LDS for plan review, permits, and inspection services to support enhancements to the development review process. The proposed fees are necessary to allow LDS to apply staff resources where necessary to enhance customer service by improving the timeliness and quality of reviews, permits and inspections. Additional resources include a total of up to 28 positions in LDS and other agencies that support the land development process, as well as additional operating expenditures. Aside from the aforementioned fees that remain unchanged, the LDS and Fire Marshal fees will increase by approximately 20.0%, with some variation due to rounding, the permit fees for amusement devices and carnival rides will increase in accordance with recent amendments to the VADR, and other fee related changes to align with recent amendments to state regulations and county policies. Editorial changes are also being made to the fee schedule. Refer to Attachment A for a copy of the proposed LDS Fee Schedule.

In addition, updates are being proposed to Chapter 61 (Building Provisions) to delete those fees that were relocated to Appendix Q under amendment #05-11-61, as adopted by the Board on April 12, 2011. A copy of the proposed changes to Chapter 61 is included as Attachment B. All fees, if approved, shall become effective on January 1, 2015.

I. Fiscal Impact:

If adopted by the Board, it is anticipated that the proposed fee adjustments will generate increased revenue of approximately $2,144,933 in FY 2015. This revenue estimate is based on the FY 2014 actual revenue of $28.9 million and assumes that workload remains constant in FY 2015. It is anticipated that the proposed fee adjustments will generate increased revenue of approximately $5,147,840 in FY 2016. Any reduction in plan and permit activity may have a negative impact on the projected revenue. Staff in LDS will work in close coordination with the Department of Management and Budget to monitor these trends. The $2,144,933 in additional revenue will be reflected in the FY 2015 Revised Budget Plan. The $5,147,840 in additional revenue will be reflected in the County Executive's FY 2016 Advertised Budget Plan.

If adopted by the Board, it is anticipated that the proposed fee adjustments will be needed for the additional expenditure appropriations in FY 2015 and FY 2016. In FY 2015 personnel services will be increased by $1,585,536 to support the additional positions from the effective date of January 1, 2015 until June 30, 2015.The $1,585,536 in additional expenditures will be reflected in the County Executive's proposed *FY 2015 Third Quarter Review*.

In FY 2016, personnel services will be increased by $3,171,072 to support twenty-eight positions in LDS and other regulatory agencies. Operating expenditures will be increased by $946,495 and expenditures will total $4,117,567. The $4,117,567 in additional expenditures will be reflected in the County Executive's FY 2016 Advertised Budget Plan.

If the plan, permit and inspection workload is above and beyond the projected demand, LDS will utilize and increase contract services to provide plan and permit review, and inspection services to support the development review process.

Under the proposed fee increase, the developer's costs associated with plan and permit review and inspections, will increase by approximately 20%. If adopted, the additional revenue will be applied to increase staff and resources, and implement LDS work plan improvements, which will improve efficiency and reduce regulatory review timeframes. It's expected that the additional costs to the developer will be offset by the reduced review times achieved by allowing the developer an opportunity to reduce their monthly carrying costs (e.g., mortgage) accrued during the overall project timeframe. Additionally, under the proposed amendment, there is no impact being proposed for the review of infill grading plans for single family residential development.

Attachments:

Attachment A: Proposed Amendments to the LDS Fee Schedule
Attachment B: Proposed Amendments to Chapter 61

		Current	Proposed
Appendix Q - Land Development Services Fee Schedule			
This fee schedule establishes the fees charged, by Land Development Services, Department of Public Works and Environmental Services and the Fire Marshal, for building and site development activities pursuant to the authority granted by §§ 15.2-2241(A) (9), 15.2-2286(A)(6), ~~10.1-562(I)~~ 62.1-44.15:54(J), 36-98.3, 36-105~~(A), 10.1-603.4~~, 62.1-44.15:28(A) and ~~10.1-603.4:1~~ 62.1-44.15:29 of the Code of Virginia and Chapters 2 (Property Under County Control), 61 (Building Provisions), 64 (Mechanical Provisions), 65 (Plumbing and Gas Provisions), 66 (Electrical Provisions), 101 (Subdivision Ordinance), 104 (Erosion and Sediment Control Ordinance), 112 (Zoning Ordinance), and 124 (Stormwater Management Ordinance) of the Code of the County of Fairfax, Virginia (the Code).			
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G. Permits for Discharges of Stormwater from Construction Activity Fees	**24**	~~25~~	

		Current	Proposed
I. BUILDING DEVELOPMENT FEES			
The following building development fees to cover the cost of reviewing plans, issuing permits, performing inspections, licensing, home improvement contractors and other expenses incidental to the enforcement of the Uniform Statewide Building Code, (USBC) and Chapters 61, 64, 65 and 66 of the Code are hereby adopted:			
A: STANDARD FEES			
Listed below are standard fees that apply to building, mechanical, electrical, plumbing, fire alarm, fire suppression and fire lane permits. The fees shall apply provided all of the applicable conditions set forth in § 61-1-3 of the Code are met.			
1. Base fee: The minimum fee charged for any permit. A reduced fee shall apply as noted below.		~~$90.00~~	$108.00
2. Reduced fees:			
• Multiple permits, per unit		~~$30.00~~	$36.00
• Fee for permits requiring no inspections		~~$30.00~~	$36.00
• Casualty Permits		$0.00	$0.00
3. After-hours inspection fee for each 30 minute period or fraction thereof		~~$201.00~~	$241.20
4. Amendment of permit • The fee shall be ~~$30.00~~ the fee for any equipment added or the fee for any additional work involved, whichever fee is greater. In no case shall the fee be less than:			$36.00
5. Annual permit fee	Same as Base Fee		$108.00
6. Asbestos removal/abatement	Same as Base Fee		$108.00
7. Re-inspection fee	Same as Base Fee		$108.00
8. Team inspections			
• Fee if all disciplines (i.e. building, electrical, plumbing, mechanical and/or the Fire Marshal) are involved in inspections		~~$423.00~~	$507.60
• Fee paid for each discipline taking part in the inspection, should the inspections not involve all disciplines		~~$90.00~~	$108.00
9. Modular residential units, including manufactured homes	~~50%~~ Percentage of the regular permit fee		50.00%
10. Non-permitted work		~~$90.00~~	$108.00
11. Permit extensions: Permit authorizing construction of:			
• Interior alteration to an existing building		~~$30.00~~	$36.00
• An addition(s) or exterior alteration(s) to an existing residential structure (R-3, R-4 and R-5 construction)		~~$30.00~~	$36.00
• An accessory structure(s) on a residential property (R-3, R-4 and R-5 construction)		~~$30.00~~	$36.00
• A new structure (other than noted above)		~~$201.00~~	$241.20
• An addition(s) to a non-residential structure		~~$201.00~~	$241.20
12. Replacement of defective sprinkler heads		$0.00	$0.00
13. Radiation, fallout or blast shelter		$0.00	$0.00
14. Solar Energy		$0.00	$0.00

		Current	Proposed
B. BUILDING PERMIT AND OTHER FEES			
(A) *New Buildings, Additions or Enlargements*: The fee for construction of a new building, or an addition or an enlargement to an existing building shall be based on the following:			
1. Except as noted in subsection 2 below, the fee for the construction of a new building, an addition or an enlargement shall be based on the area (as determined by the exterior dimension) of all floors, including basements or cellars and horizontally projected roof areas, for the following types of construction as defined in the USBC in effect, and specified in Table I below.			
2. New single family detached dwellings and townhouses: The fee for construction of a new single family detached dwelling or townhouse shall be based on Table I, or as determined by the permit applicant, on Table IIA for a new single family detached dwelling or Table IIB for a new townhouse. The square footage area reflected in Table IIA and Table IIB is to be calculated pursuant to American National Standard Institute, Inc. (ANSI) Standard Z765-2003 or its equivalent and based on the total area of the building's finished floor areas.			
TABLE I			
Residential Fees			
Type IA, and IB, per square foot		~~$0.180~~	$0.216
Type IIA, IIIA and IV, per square foot		~~$0.141~~	$0.169
Type IIB, IIIB and VA, per square foot		~~$0.095~~	$0.114
Type VB, per square foot		~~$0.095~~	$0.114
Commercial Fee			
Type IA, and IB, per square foot		~~$0.180~~	$0.216
Type IIA, IIIA and IV, per square foot		~~$0.141~~	$0.169
Type IIB, IIIB and VA, per square foot		~~$0.141~~	$0.169
Type VB, per square foot		~~$0.141~~	$0.169
TABLE IIA			
SINGLE FAMILY DETACHED DWELLINGS			
SFD A:	1 to 3,849 square feet	~~$470.00~~	$564.00
SFD B:	3,850 to 5,949 square feet	~~$710.00~~	$852.00
SFD C:	5,950 to 8,399 square feet	~~$985.00~~	$1,182.00
SFD D:	8,400 to 13,999 square feet	~~$1,440.00~~	$1,728.00
SFD E:	14,000 to 20,000 square feet	~~$2,435.00~~	$2,922.00
	Above 20,000 square feet	Use Table I	Use Table I
TABLE IIB TOWNHOUSES			
TH A:	1 to 2,249 square feet	~~$244.00~~	$292.80
TH B:	2,250 to 3,749 square feet	~~$386.00~~	$463.20
TH C:	3,750 + square feet	~~$630.00~~	$756.00
(B) Plan Resubmissions: A fee per plan review discipline (i.e. building, electrical, mechanical or plumbing) may be assessed for each resubmission of plans.			
• For all new commercial buildings and additions to existing commercial buildings		~~$170.00~~	$204.00
• For all new residential buildings and additions to existing residential buildings	Same as Base Fee		$108.00

		Current	Proposed
• For each resubmission of plans for alterations to existing commercial buildings	Same as Base Fee		$108.00
(C) New Structure: The fee for erection or installation of structures other than buildings (e.g. signs, retaining walls, canopies)			
• For structures accessory to R-3, R-4 and R-5 construction	~~2.00%~~ Percentage of the estimated cost of work		2.40%
• For other structures	~~3.4%~~ Percentage of the estimated cost of work		4.10%
(D) Basement Finishing (R-3, R-4 and R-5 construction)	Same as Base Fee		$108.00
(E) Demolition:			
• Entire Structure: The fee for a permit to demolish a structure	Same as Base Fee		$108.00
• Partial Demolition for renovation: The fee for a permit to partially demolish a structure in preparation for renovation	~~2%~~ Percentage of Estimated Cost of Demolition		2.40%
(F) Filing Fees for Permit Application and Plans Examination (does not apply to Fire Prevention Division fees for fire alarm, fire suppression and fire lane permits): To allow for permit application processing and plan examination in the event a building permit is not issued, the following fees shall be paid prior to plan review for such a permit.			
• For non-walk-through single-family residential projects	~~50%~~ Percentage of the permit fee		50.00%
• For all commercial work, apartment buildings, garden apartments, and high rise residential buildings	~~35%~~ Percentage of the permit fee		35.00%
• For walk-through residential projects	~~100%~~ Percentage of the permit fee		100.00%
(G) Home Improvements: See applicable fees for new buildings, additions, enlargements, repairs and alterations.			
(H) Modular Furniture: The fee for the installation of modular furniture per floor or portion thereof when:			
• The estimated cost of construction is $10,000 ~~of~~ or more		~~$339.00~~	$406.80
• The estimated cost of construction is less than $10,000	~~3.4%~~ Percentage of the estimated cost of construction		4.10%
	with a minimum fee of	~~$148.00~~	$177.60
(I) Partitions:	Same as Base fee		$108.00
(J) Removal and Relocation: The fee shall be based on a percentage of the cost of moving, plus a percentage of the cost of all work necessary to place the building or structure in its completed condition in the new location.	~~2.00%~~ Percentage of the cost of moving ~~+~~plus		2.40%
	~~2.00%~~ Percentage of the cost of work		2.40%

		Current	Proposed
(K) Repairs and Alterations: The fees for repairs and alterations of any building or structure where there is no addition or enlargement:			
• For commercial work	~~3.4%~~ Percentage of the estimated cost of work		4.10%
• For residential work (R-3, R-4, R-5 construction)	~~2.00%~~ Percentage of the estimated cost of work		2.40%
(L) Roof Repairs, New Roof Structures, Re-siding: Fees for repairs and alterations apply.			
(M) Swimming Pool: The fee for a building permit to construct a swimming pool.		~~$133.00~~	$159.60
(N) Temporary Structures	Same as Base Fee		$108.00
(O) Tenant Layouts:			
Except for those tenant layouts shown on the originally approved plans for a new building, separate building permits shall be required for each tenant layout. The fee shall be based on a percentage of the estimated cost of work. ~~A minimum construction cost of $15,000 shall be used to determine the permit fee.~~		~~3.4%~~ Percentage of the estimated cost of work	4.10%
~~If t~~The permittee ~~is able to prove through~~ must provide verifiable cost data ~~that~~ of the cost of construction ~~is less than $15,000, the permit fee shall be prorated accordingly.~~			
In no case, shall the permit fee be less than ~~$340.00.~~:			$408.00
Fee per plan review discipline for each resubmission of plans for alterations to existing commercial buildings	Same as Base Fee		$108.00
(P) Home Improvement Contractor License Fees:			
All contractor application and license fees are charged per individual for a sole proprietorship, per general partner for a partnership, or per corporate officer for a corporation.			
• Application processing fee		~~$86.00~~	$103.20
• Fee of license issuance		~~$53.00~~	$63.60
• Fee to renew expired license, in addition to license renewal fee*		~~$51.00~~	$61.20
• Fee to renew license		~~$71.00~~	$85.20
• Fee to maintain license in inactive state		~~$25.00~~	$30.00
*The fee to renew expired license. The Building Official or his designee has the authority to waive the penalty fee when the failure to renew a license is due to circumstances beyond the control of the licensee.			

		Current	Proposed
C: MECHANICAL PERMIT FEES			
(A) Mechanical Equipment Installation Fees: The permit fee for installation, repair, or replacement of all mechanical equipment installed in buildings other than within individual residences. This fee is in addition to the equipment fees listed below in this section.	~~2.00%~~ Percentage of the contract value less the value of listed equipment		2.40%
~~1. Automotive Lift~~		~~$101.00~~	
~~2~~1. Boilers:			
• Hot water heating to 200 MBH		~~$96.00~~	$115.20
▪ For each additional 100 MBH or fraction thereof		~~$14.85~~	$17.82
• Hot water storage tank		~~$96.00~~	$115.20
• Hot water supply to 500 MBH		~~$96.00~~	$115.20
▪ For each additional 500 MBH or fraction thereof		~~$14.85~~	$17.82
• Low-pressure steam to 200 MBH		~~$96.00~~	$115.20
▪ For each additional 100 MBH		~~$14.85~~	$17.82
• Indirect hot water heater		~~$96.00~~	$115.20
• Miniature		~~$121.00~~	$145.20
• Power		~~$121.00~~	$145.20
▪ Plus per boiler hp		~~$1.80~~	$2.16
~~3~~2. Crematorium		~~$146.00~~	$175.20
~~4~~3. Dumbwaiters	See Vertical Transportation		
~~5~~4. Elevators	See Vertical Transportation		
~~6~~5. Expansion tank		~~$96.00~~	$115.20
~~7~~6. Escalator	See Vertical Transportation		
~~8~~7. Furnaces:			
• Central heating up to 200 MBH		~~$39.20~~	$47.04
▪ Each additional 100 MBH or fraction thereof		~~$10.75~~	$12.90
• Duct-furnace up to 200 MBH		~~$24.35~~	$29.22
▪ Each additional 100 MBH or fraction thereof		~~$10.75~~	$12.90
• Oil and solid fuel furnace up to 220 MBH input		~~$39.20~~	$47.04
▪ Each additional 100 MBH or fraction thereof		~~$10.75~~	$12.90
• Electric furnace up to 30 KW		~~$39.20~~	$47.04
▪ Each additional 30 KWS or fraction there of		~~$5.55~~	$6.66
~~9~~8. Halon system	Same as Base Fee		$108.00
~~10~~9. Heat pump:			
• Up to 5 tons		~~$48.75~~	$58.50
▪ Each additional ton		~~$1.80~~	$2.16
• Auxiliary heat up to 100 MBH		~~$39.20~~	$47.04
▪ Each additional 100 MBH		~~$5.55~~	$6.66
• Incremental heating and air conditioning units per unit. This fee applies to heating and air conditioning units installed with boilers chillers and water towers in a building.		~~$11.30~~	$13.56
~~11~~10. Incinerator: • Per 100 lbs. per hour burning rate or fraction thereof		~~$48.75~~	$58.50
~~12~~11. Manlift	See Vertical Transportation		
~~13~~12 Oil burner (conversion to or replacement of oil burner):			
• Light oils – No. 1, 2 or 4		~~$48.75~~	$58.50

		Current	Proposed
• Heavy oils – No. 5 or 6		~~$59.35~~	$71.22
~~14~~13. Ductwork~~,~~ and/or Piping of equipment: The fee for ~~all~~ ductwork and/or piping of equipment for use groups other than R-3, R-4, and R-5.	~~2.00%~~ Percentage of the total contract value		2.40%
~~15~~14. Porch lift, handicapped/wheel chair lift, hand elevator	See Vertical Transportation		
~~16~~15. Prefab chimney		~~$24.35~~	$29.22
~~17~~16. Prefab fireplace, with or without prefab chimney		~~$24.35~~	$29.22
~~18~~17. Pump, circulating		~~$48.75~~	$58.50
~~19~~18. Range hood fire protection system: Range hood only is charged as ductwork	Same as Base Fee		$108.00
~~20~~19. Refrigeration (including but not limited to chillers, air conditioning units and cooling towers):			
• Refrigeration and refrigeration cycle of air conditioning systems up to 5 tons		~~$48.75~~	$58.50
▪ Each additional refrigeration ton or fraction thereof		~~$1.80~~	$2.16
~~21~~20. Sidewalk elevators	See Vertical Transportation		
~~22~~21. Space heater	See Unit Heater		
~~23~~22. Tanks (Above ground or underground tanks for hazardous or non-hazardous liquids, oil gas and propane):			
• Commercial	Same as Base Fee		$108.00
• Residential (R-3, R-4 and R-5 occupancies)	Same as Base Fee		$108.00
• Unfired pressure vessel (Air compressor receiving tank)		~~$96.00~~	$115.20
~~24~~23. Unit heater:			
• Gas and oil up to 500 MBH input		~~$24.35~~	$29.22
▪ For each additional 100 MBH input or fraction thereof		~~$5.65~~	$6.78
• Electrical up to 147 KW		~~$24.35~~	$29.22
▪ Each additional 30 KW or fraction thereof		~~$5.65~~	$6.78
• Woodstove, with or without prefab chimney		~~$10.90~~	$13.08
(B) Periodic Mechanical Inspection Fee:			
• Boilers			
▪ Hot water heating			
♦ 0-1000 MBH		~~$96.00~~	$115.20
♦ 1001-2000 MBH		~~$121.00~~	$145.20
♦ Over 2000 MBH		~~$146.00~~	$175.20
▪ Hot water supply		~~$96.00~~	$115.20
▪ Miniature		~~$121.00~~	$145.20
▪ Power			
♦ 0-100 HP		~~$146.00~~	$175.20
♦ 101-500 HP		~~$170.00~~	$204.00
♦ 501-1000 HP		~~$196.00~~	$235.20
♦ Over 1000 HP		~~$217.00~~	$260.40
▪ Steam			
♦ 0-1000 P/H		~~$128.00~~	$153.60
♦ 1001-2000 P/H		~~$146.00~~	$175.20
♦ 2001-4000 P/H		~~$170.00~~	$204.00
♦ Over 4000 P/H		~~$196.00~~	$235.20
• Hydrostatic test		~~$173.00~~	$207.60
• Incinerator			
▪ Up to 100 pounds		~~$101.00~~	$121.20
▪ Over 100 pounds		~~$154.00~~	$184.80

	Current	Proposed
• Range hood fire protection system.		
▪ Range hood is only charged as ductwork.	~~$96.00~~	$115.20
• Halon system	~~$96.00~~	$115.20
• Refrigeration system	~~$146.00~~	$175.20
• Unfired pressure vessel		
▪ With manhole	~~$146.00~~	$175.20
▪ Without manhole	~~$96.00~~	$115.20
D: ELECTRICAL PERMIT FEES		
(A) Electrical Equipment Installation Fees:		
Fees for the initial construction of new dwelling units in R-2, R-3, R-4 and R-5 use groups. The fees include the initial installation of equipment listed on the electrical permit application that includes the main electrical service for the dwelling. Any equipment installed pursuant to other electrical permit applications shall be charged in accordance with the fees prescribed in (B) below.		
1. Electrical service size:		
• 0-149 amps	~~$200.00~~	$240.00
• 150-399 amps	~~$212.00~~	$254.40
• 400 amps	~~$292.00~~	$350.40
• More than 400 amps-Use itemized fees in (B) below See note		
(B) Electrical Equipment Installation Fees:		
1. Appliances, residential: Includes direct-wired appliances installed in dwelling units such as air cleaners, attic fans, central vacuums, dishwashers, disposals, clothes dryers, ovens, ranges or stoves, trash compactors and water heaters:		
• First appliance	~~$10.75~~	$12.90
▪ Each additional appliance	~~$5.65~~	$6.78
Receptacles for individual appliances installed in lieu of the appliance shall be charged at the same rate as if the appliance were installed.		
2. Circuits, new (Extensions are counted as circuits), each	~~$1.80~~	$2.16
3. Control wiring: Wiring less than 50 volts when penetrating fire rated assemblies, smoke barriers and non-combustible plenums (e.g. telephone wiring, television wiring, burglary/security systems, fire alarm systems, etc.) — Same as Base Fee		$108.00
4. Dental chairs	~~$10.75~~	$12.90
5. Electrical equipment rated by kilowatts (KW) to include space, baseboard and central heat, and commercial cooking units, water heaters, dishwashers, dryers, etc.:		
• 0 to 4 KW	~~$14.85~~	$17.82
▪ Each additional unit in this range	~~$5.65~~	$6.78
• 4 to 6 KW	~~$18.00~~	$21.60
▪ Each additional unit in this range	~~$10.75~~	$12.90
• 6 to 8 KW	~~$22.60~~	$27.12
▪ Each additional unit in this range	~~$14.85~~	$17.82
• 8 to 10 KW	~~$28.25~~	$33.90
▪ Each additional unit in this range	~~$18.00~~	$21.60
• 10 to 14 KW	~~$32.90~~	$39.48
▪ Each additional unit in this range	~~$22.60~~	$27.12
• 14 to 20 KW	~~$36.75~~	$44.10
▪ Each additional unit in this range	~~$28.25~~	$33.90
• 20 to 25 KW	~~$41.30~~	$49.56

	Current	Proposed
▪ Each additional unit in this range	~~$32.90~~	$39.48
• Over 25 KW	~~$45.45~~	$54.54
▪ Each additional unit in this range	~~$36.75~~	$44.10
6. Fan coil units	~~$5.65~~	$6.78
7. Fixtures, switches and receptacles, etc.:		
• First 10 or fraction thereof	~~$10.75~~	$12.90
▪ Each additional 10 or fraction thereof	~~$7.25~~	$8.70
8. Gasoline pumps: Submerged — Fee shall be the same as for motors		
9. Gasoline island pumps or dispensers:		
• First	~~$10.75~~	$12.90
▪ Each additional, each	~~$7.25~~	$8.70
10. Generators: (does not apply to generators used with amusement devices)		
• 0 to 5 KW	~~$24.35~~	$29.22
• Over 5 to 25 KW	~~$29.95~~	$35.94
• Over 25 to 35 KW	~~$39.20~~	$47.04
• Over 35 to 50 KW	~~$47.70~~	$57.24
• Over 50 KW	~~$73.00~~	$87.60
11. Heating and air conditioning – gas and oil:		
• Residential furnace – gas/oil or air conditioning		
▪ First unit	~~$14.85~~	$17.82
▪ Each additional unit	~~$5.65~~	$6.78
• Commercial furnace — See Motors		
12. Motors and electrical equipment rated horsepower (hp) to include commercial heating, cooling and ventilating equipment. On package equipment, such as pumps and commercial air handlers, fans, compressors and disposals, each motor shall be charged separately:		
• 1/8 horsepower or less — Charged as Fixtures		
• Over 1/8 to 1 hp		
▪ First	~~$14.85~~	$17.82
▪ Each additional motor	~~$5.65~~	$6.78
• Over 1 to 5 hp		
▪ First	~~$18.00~~	$21.60
▪ Each additional motor	~~$5.65~~	$6.78
• Over 5 to 10 hp		
▪ First	~~$24.50~~	$29.40
▪ Each additional motor	~~$10.75~~	$12.90
• Over 10 to 20 hp		
▪ First	~~$29.95~~	$35.94
▪ Each additional motor	~~$14.85~~	$17.82
• Over 20 to 30 hp		
▪ First	~~$34.40~~	$41.28
▪ Each additional motor	~~$18.00~~	$21.60
• Over 30 to 40 hp		
▪ First	~~$44.80~~	$53.76
▪ Each additional motor	~~$29.95~~	$35.94
• Over 40 to 50 hp		
▪ First	~~$53.00~~	$63.60
▪ Each additional motor	~~$38.50~~	$46.20

		Current	Proposed
• Over 50 hp			
▪ First		~~$64.00~~	$76.80
▪ Each additional motor		~~$48.75~~	$58.50
13. Parking lot lighting:			
• First pole		~~$10.75~~	$12.90
▪ Each additional		~~$5.65~~	$6.78
14. Services:			
• New or replacement, subservices, subpanels, submeters or meters for separate occupancies:			
▪ 0 to 800 amp		~~$50.00~~	$60.00
▪ Over 800 amp		~~$73.00~~	$87.60
• Temporary service on structures for construction of temporary or permanent service			
▪ 0 to 800 amp		~~$50.00~~	$60.00
▪ Over 800 amp		~~$73.00~~	$87.60
Circuits, fixtures, receptacles and equipment to be charged for under the circuit fixture and motor schedule			
15. Signs:			
• Fluorescent, each sign			
▪ 1 to 4 tubes		~~$14.85~~	$17.82
▪ Each additional 4 tubes or fraction thereof		~~$10.75~~	$12.90
• Incandescent, each sign		~~$14.85~~	$17.82
• Neon, each sign			
▪ First transformer		~~$14.85~~	$17.82
▪ Each additional transformer		~~$5.65~~	$6.78
16. Swimming pools, annual inspections fees:			
• Includes two inspections			
Fee must be paid before inspections will be performed. Additional inspections will require payment of re-inspection fee.		~~$133.00~~	$159.60
17. Temporary wiring:			
• Tree sales, produce stands, fireworks stands, tent sales and other temporary non-amusement activities	Same as Base Fee		$108.00
• Carnivals, fairs, circuses, generators and other temporary amusement activities. The fee shall be the maximum fee per Virginia Amusement Device Regulations (VADR) 2012 adopted July 14, 2014	Max Fee Per VADR	~~$170.00~~	
18. Transformers, UPS and step down transformers:			
• 0 to 10 KVA		~~$14.85~~	$17.82
▪ Each additional transformer in this range		~~$10.75~~	$12.90
• Over 10 to 50 KVA		~~$18.00~~	$21.60
▪ Each additional transformer in this range		~~$14.85~~	$17.82
• Over 50 to 75 KVA		~~$29.95~~	$35.94
▪ Each additional transformer in this range		~~$24.35~~	$29.22
• Over 75 to 200 KVA		~~$44.80~~	$53.76
▪ Each additional transformer in this range		~~$34.40~~	$41.28
• Over 200 KVA		~~$57.00~~	$68.40
▪ Each additional transformer in this range		~~$48.30~~	$57.96
19. Unit heaters		~~$5.65~~	$6.78

		Current	Proposed
20. UPS System	Fee shall be the same as transformers by KVA rating		
21. Welders		~~$6.35~~	$7.62
22. X-ray machines		~~$6.35~~	$7.62
E: PLUMBING PERMIT FEES			
(A) Plumbing and Gasfitting Equipment Installation Fees:			
1. New plumbing systems in new buildings, existing unplumbed buildings, or portions thereof, changes in existing systems		~~$48.75~~	$58.50
• Plus, for each fixture, each appliance, each appurtenance, including sill cock, and for each area-way drain, floor drain and roof drain		~~$7.25~~	$8.70
2. Setting or replacing fixtures without changes in existing system		~~$48.75~~	$58.50
• Plus, for each fixture		~~$5.65~~	$6.78
3. Sewer, new, replacement or repair		~~$48.75~~	$58.50
4. Sewer tapping		~~$48.75~~	$58.50
5. Sewage ejector pump		~~$7.25~~	$8.70
6. Sump pump		~~$7.25~~	$8.70
7. Swimming pool, public and semipublic	Fixture, appliance and appurtenance fee apply		
8. Water service, new, replacement or repair		~~$48.75~~	$58.50
F: HOUSEHOLD APPLIANCE PERMIT FEES			
(A) Household Appliance Fees:			
• Base permit fee, which includes the first appliance		~~$50.00~~	$60.00
▪ Plus, additional appliances added on the same permit, each		~~$12.05~~	$14.46
G: VERTICAL TRANSPORTATION PERMIT FEES			
(A) Mechanical Equipment Installation Fees: The permit fee for installation, repair, or replacement of all mechanical equipment installed in buildings other than within individual residences.	*~~1.96%~~ Percentage of the contract value less the value of the equipment listed below*		2.00%
This fee is in addition to the equipment fees listed below in this section.			
1. Commercial (new or replacement):			
• Chair/platform lifts		$142.00	$142.00
• Dumbwaiters/material lifts			
▪ Hand-operated		$142.00	$142.00
▪ Power-driven		$142.00	$142.00
• Elevators			
▪ Construction		$306.00	$306.00
▪ Freight, plus floor charge		$289.00	$289.00
▪ Passenger, plus floor charge		$289.00	$289.00
• Escalators, per floor/moving walks		$497.00	$497.00
• Man lifts		$146.00	$146.00
▪ Hand-driven		$113.00	$113.00
Floor charge: Fee charged for each floor in the building where a passenger or freight elevator is installed. This charge shall be computed and added to the cost of the first piece of equipment only.		$47.00	$47.00

	Current	Proposed
Alterations or repairs shall be charged at a percentage of the estimated cost of repairs, ~~1.5%~~ Percentage of the estimated cost of repairs		1.50%
With a minimum fee of	$135.00	$135.00
2. Residential, new or replacement		
• Chair/platform lifts	$142.00	$142.00
• Dumbwaiters		
▪ Hand-operated	$142.00	$142.00
▪ Power-driven	$142.00	$142.00
• Private residence elevators	$306.00	$306.00
(B) Periodic Mechanical Inspection Fee: All vertical transportation equipment, other than that which is installed within individual residences, and other than conveyors, requires an annual certificate of compliance. For an annual certificate of compliance, the annual fee payable by the owner of the building to the County of Fairfax on or before the expiration of the certificate shall be as follows:		
• Chair/platform lifts	$146.00	$146.00
• Dumbwaiters/material lifts		
▪ Hand-operated	$122.00	$122.00
▪ Power-driven	$134.00	$134.00
• Elevators		
▪ Construction	$266.00	$266.00
▪ Freight, plus floor charge	$266.00	$266.00
▪ Passenger, plus floor charge	$266.00	$266.00
• Escalators, per floor/moving walks	$146.00	$146.00
• Man lifts	$146.00	$146.00
• Sidewalk elevators		
▪ Hand-driven	$113.00	$113.00
▪ Power-driven	$150.00	$150.00
Floor charge: Fee charged for each floor in the building where a passenger or freight elevator is installed. This charge shall be computed and added to the cost of the first piece of equipment only.	$47.00	$47.00
Freight and passenger elevator tests*:* The following fees apply to freight and passenger elevator tests which are not performed in conjunction with regularly scheduled periodic inspections:		
• Temporary inspection	$246.00	$246.00
• Temporary inspection (extension)	$115.00	$115.00
• Governor test	$296.00	$296.00
• Load test	$445.00	$445.00
• Speed test	$296.00	$296.00
• Static pressure/hydraulic	$296.00	$296.00
• Fire and smoke test	$213.00	$213.00
H: FIRE PREVENTION DIVISION (FIRE MARSHAL) FEES		
(A) Plan Review Fees: Fees for all plan review are based on an hourly charge calculated on the quarter hour or part thereof, per reviewer. Fees are due upon completion of the plan review process. ~~$128.00~~Per Hour		$156.00

			Current	Proposed
(B) Acceptance Testing and Inspection Fees: Fees are based on an hourly charge calculated on the quarter hour or part thereof, per inspector. Fees for fire protection equipment and systems performance tests and inspections, other equipment and systems performance tests and inspections, occupancy or preoccupancy inspections, fire lanes and required retesting or reinspections shall be imposed per hour calculated on the quarter hour or part thereof, per required inspector.		~~$128.00~~Per Hour		$156.00
(C) Reinspection Fees: Reinspection fees shall be based on the hours reserved to perform the test and will be charged per hour calculated on the quarter hour or part thereof, per required inspector. The following matrix is to serve as a guideline in determining when a reinspection fee is required for acceptance testing and retesting. A minimum notice of 24 hours (one full business day) for test cancellation is required. The fee is charged when an inspection is not cancelled in time to save an unnecessary trip by inspectors.		~~$128.00~~Per Hour		$156.00
REINSPECTION FEES				
CIRCUMSTANCE	***CONDITION***	***INSPECTED***	RE-INSPECTION FEE	RE-INSPECTION FEE
Cancelled or rescheduled off site more than 24 hours prior to appointment	N/A	No	No	No
Cancelled or rescheduled off site less than 24 hours prior to appointment	N/A	No	Yes	Yes
Contractor shows, others do not or inspectors arrive, no one on site	Cannot test	No	Yes	Yes
Cancelled while inspectors on site; test not started	Not Ready	No	Yes	Yes
Regular inspection, test started, test not completed	Not Ready or Failure due to fault of contractor	Yes	Yes	Yes
Regular inspection, test started, test not completed	Failed, but not due to fault of contractor	Yes	No	No
Regular inspection, test completed	Substantially ready with minor deficiencies	Yes	No	No
Regular inspection, test completed	No punch list, sticker issued	Yes	No	No
Final inspection	Deficient	Yes	Yes	Yes
(D) Plan Reviews and Inspections Performed Outside Business Hours: Plan reviews and inspections may be performed outside business hours upon request at the sole discretion of the fire official. Fees for these plan reviews and inspections shall be assessed at twice the rate listed in (A), (B), and (C) above. Fees shall be assessed in 30 minute increments.				
I: AMUSEMENT DEVICE PERMIT FEES				
The permit fee for each amusement device or carnival ride shall be ~~as follows:~~ the maximum in accordance with the Virginia Amusement Device Regulations (VADR)				
~~Kiddie ride~~			~~$25.00~~	
~~Circular ride or flat ride less than 20 feet in height~~			~~$35.00~~	
~~Spectacular ride that cannot be inspected as a circular ride or flat ride due to complexity or height.~~			~~$55.00~~	
~~Roller coaster that exceeds 30 feet in height~~			~~$150.00~~	

		Current	Proposed
II. SITE DEVELOPMENT FEES			
The following site development fees to cover the cost of reviewing site and subdivision plans and related documents; processing site and subdivision plan agreements; making inspections of required site improvements; permitting any work or construction on any land dedicated or proposed for dedication to public use; and other fees incidental to the administration of these activities pursuant to Chapters 2, 101, 104, 112, and 124 of the Code and any fees paid to the County upon submission of any request for a waiver, exception, and modification of the County Ordinances, are hereby adopted:			
A: PLAN AND DOCUMENT REVIEW FEES			
The following fees are due upon submission to the County of the following plans and documents. The Fire Prevention Division review fees are listed in Part D.			
(A) Plats:			
1. Easement plat, per submission		~~$360.00~~	$432.00
2. Preliminary subdivision plat:			
• Initial Submission			
▪ Less than 10 lots		~~$3,494.00~~	$4,192.80
♦ Plus, fee per lot or division of land including outlots and parcels		~~$66.00~~	$79.20
▪ 10 lots or more		~~$5,688.00~~	$6,825.60
♦ Plus, fee per lot or division of land including outlots and parcels		~~$66.00~~	$79.20
Redate (reapproval): fee for reapproval of a previously approved preliminary plat submitted to the County for approval during the validity period of the preliminary plat, each.		~~$709.00~~	$850.80
• Resubmission, per submission	~~25.00%~~ Percentage of the Original Fee		25.00%
• Revisions, per submission	~~25.00%~~ Percentage of the Original Fee		25.00%
3. Record (final) subdivision plat:			
• Initial Submission		~~$606.00~~	$727.20
▪ Plus, fee per lot or division of land including outlots and parcels		~~$30.00~~	$36.00
• Resubmission Fee, per submission		~~$308.00~~	$369.60
• Redate (reapproval): fee for reapproval of a previously approved final plat that has expired, per submission		~~$529.00~~	$634.80
(B) Subdivision Plans, Site Plans, and Site Plans for Public Improvements Only: *The following schedule shall be used to tabulate the fees for review of subdivision and site plans, and site plans for public improvements only.*			
1. Base Fee:			
• Subdivision Plan			
▪ 1st submission		~~$4,830.00~~	$5,796.00
▪ Plus, fee per disturbed acre or any fraction thereof		~~$884.00~~	$1,060.80
• Site Plan			
▪ 1st submission		~~$7,296.00~~	$8,755.20
▪ Plus, fee per disturbed area or any fraction thereof		~~$884.00~~	$1,060.80
• Site plans for public improvements only including sanitary sewer, trail, sidewalk, storm sewer, channel improvements, waterline, and/or road construction pursuant to Chapter 2 of the Code.			
▪ 1st submission		~~$3,519.00~~	$4,222.80
▪ Plus, per linear foot or fraction thereof, of each improvement		~~$1.21~~	$1.45
2. Fees in addition to base fees:			

		Current	Proposed
• Additional plan review, as a result of an approved zoning action associated with the proposed construction to include the following,	with a maximum cumulative fee of	~~$3,465.00~~	$4,158.00
▪ Sites subject to rezoning		~~$2,035.00~~	$2,442.00
▪ Sites subject to special exception		~~$1,428.00~~	$1,713.60
▪ Sites subject to special permit		~~$1,428.00~~	$1,713.60
▪ Sites subject to variance		~~$1,058.00~~	$1,269.60
• Review resulting from site conditions and proposed improvements			
▪ SWM/BMP facility, for each facility serving the site (on or off-site), except as noted,	with a maximum cumulative fee of	$7,500.00	$7,500.00
♦ Constructed Wetland or Ponds		$3,200.00	$3,200.00
♦ Bioretention Basin or Filter, Infiltration Facility, Filtering Practice[1], Innovative BMP[2], or Detention-Only Facility[3]		$1,900.00	$1,900.00
♦ Dry Swale, Wet Swale, or Grass Channel (per linear foot),		$5.00	$5.00
	with a minimum of	$1,500.00	$1,500.00
♦ Rainwater Harvesting System, per square foot of collection area,		$0.12	$0.12
	with a minimum of	$1,900.00	$1,900.00
♦ Permeable Pavement, Vegetated Roof, per square foot of surface		$0.12	$0.12
	with a minimum of	$1,500.00	$1,500.00
· Manufactured BMP[4], Micro- or Urban Bioretention[5]		$1,200.00	$1,200.00
♦ Rooftop Disconnection, for each building served		$500.00	$500.00
♦ Sheet Flow to Vegetated Filter Strip or Conserved Open Space, Soil Amendments, Reforestation, flat fee per plan		$500.00	$500.00
▪ Floodplain area (existing and proposed)		~~$714.00~~	$856.80
▪ Natural drainage way (non-floodplain watersheds)		~~$714.00~~	$856.80
▪ Problem soils (area with soil types A or B, per the official map adopted by the Board or as deemed by the Director)		~~$1,058.00~~	$1,269.60
Footnotes; 1. Filtering practices include facilities such as sand filters. 2. BMPs not on the Virginia Stormwater BMP Clearinghouse approved list or listed with a Pilot Use Designation or Conditional Use Designation. 3. Vaults or other underground storage systems providing detention only. No ponds. 4. Includes proprietary devices. 5. Includes residential rain gardens, urban stormwater planters, expanded tree pits, and stormwater curb extensions.			
3. Resubmissions:			
• 2nd submission base fee: fee tabulated at a percentage ~~50%~~ of the first submission fee assessed in accordance with (B1) and (B2) above.	~~50.00%~~ Percentage of the Original Fee	50.00%	50.00%
▪ Plus, additional fees charged in accordance (B1) and (B2) above for changes in the amount of disturbed area, zoning action, site conditions, and/or proposed improvements from that indicated on the first submission.	Tabulated Fee		
• The maximum combined first and second submission base fees:			
▪ For subdivision plans		~~$13,256.00~~	$15,907.20
▪ For site plans		~~$47,310.00~~	$56,772.00

		Current	Proposed
• Resubmission site and subdivision plan after 2nd submission, per submission (does not apply to site plans with public improvements only)		~~$4,670.00~~	$5,604.00
• 2nd submission fee for site plans with public improvements only, per submission		$0.00	$0.00
• Resubmissions after 2nd submission for site plans with public improvements only, per submission: fee tabulated at a percentage ~~50%~~ of the first submission fee in accordance with (B1) and (B2) above.	~~50.00%~~ Percentage of the Original Fee	50.00%	50.00%
4. Revisions:			
• Fee, per submission		~~$1,058.00~~	$1,269.60
▪ Plus, additional fees charged in accordance with (B1) and (B2) above for changes in the disturbed area, zoning action, site conditions, and/or proposed improvements from that indicated on the original plan.	Tabulated Fee		
5. Plan extensions (redate), per request		~~$1,428.00~~	$1,713.60
(C) Minor Site Plans and Grading Plans:			
1. Minor Site Plans, per submission		~~$2,852.00~~	$3,422.40
2. Grading plans for building permits on existing lots within a subdivision currently bonded with the County:			
• 1st submission, first lot		~~$1,058.00~~	$1,269.60
▪ Each additional lot within the same subdivision submitted within the same plan set		~~$879.00~~	$1,054.80
• Resubmissions and revisions, first lot		~~$360.00~~	$432.00
▪ Each additional lot within the same subdivision submitted within the same plan set		~~$185.00~~	$222.00
3. Grading plans for building permits on existing lots that are not within a subdivision currently bonded with the County and parcels with lots of 5 acres or more:			
• 1st submission, per infill lot		$1,685.00	$1,685.00
• Resubmissions and revisions, per infill lot		$678.00	$678.00
4. Rough grading plan (RGP) and filling parcels:			
• 1st submission, per division of land or disturbed acre, or fraction thereof, whichever amount is greater		~~$660.00~~	$792.00
	Not to Exceed	~~$12,185.00~~	$14,622.00
• Resubmissions and revisions, per submission	~~25.00%~~ Percentage of the Original Fee		25.00%
5. Conservation plan without a grading plan, per submission		~~$1,007.00~~	$1,208.40
(D) Processing of Studies, Soils Reports and Other Plans:			
1. Studies:			
• Drainage study, per submission (non-floodplain watersheds)		~~$1,634.00~~	$1,960.80
• Floodplain study			
▪ Per submission, per linear foot of baseline or fraction thereof		~~$2.30~~	$2.76
▪ Plus, fee per road crossing and per dam,		~~$509.00~~	$610.80
Not to exceed total fee, ~~of $9355.00~~ per submission:			$11,226.00
• Parking study			
▪ Parking tabulation for change in use, per submission		~~$817.00~~	$980.40
▪ Parking redesignation plan, per submission		~~$817.00~~	$980.40
▪ Administrative parking reduction for churches, chapels, temples, synagogues and other such places of worship with child care center, nursery school or private school of general or special education, per submission		~~$817.00~~	$980.40
▪ Parking reduction based on hourly parking accumulation characteristics or hourly parking accumulation characteristics in combination with other factors when the required spaces are:			
♦ Under 225 spaces		~~$2,343.00~~	$2,811.60
♦ 225 to 350 spaces		~~$4,069.00~~	$4,882.80
♦ 351 to 599 spaces		~~$6,505.00~~	$7,806.00

	Current	Proposed
♦ 600 spaces or more	~~$13,626.00~~	$16,351.20
▪ Parking reduction based on proximity to a mass transit station	~~$2,343.00~~	$2,811.60
▪ Parking reduction based on a Transportation Demand Management Program	~~$2,343.00~~	$2,811.60
• Recycling study: When the plan or study is submitted to the County for the sole purpose of placing recycling containers on a commercial or industrial site, as required by the Fairfax County Business Implementation Recycling Plan, per submission.	$0.00	$0.00
• Water Quality Fees*		
▪ Resource Protection Area (RPA) Boundary Delineations and Resource Management Area (RMA) Boundary Delineations		
♦ Non-bonded lots, existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres or more not within a subdivision or site plan development currently bonded with the County, per submission	~~$349.00~~	$418.80
♦ Bonded lots: lots in conjunction with multiple construction within a subdivision currently bonded with the County, per submission:		
▫ Projects with 150 linear feet or less of baseline	~~$349.00~~	$418.80
▫ Projects with greater than 150 linear feet of baseline	~~$349.00~~	$418.80
▪ Plus, fee per linear foot of baseline or fraction thereof, in excess of 150 linear feet	~~$0.80~~	$0.96
▪ Water Quality Impact Assessments (WQIA)		
♦ Non-bonded lots: existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres or more not within a subdivision or site plan development currently bonded with the County, per submission	~~$360.00~~	$432.00
♦ Bonded lots: lots in conjunction with multiple construction within a subdivision or site plan currently bonded with the County, per submission	~~$1,377.00~~	$1,652.40
*In the event that a RPA and RMA Boundary Delineation and a WQIA are submitted simultaneously, only one fee shall be required and such fee shall be the higher of the fees required for the individual studies.		
2. Soils Reports:		
• Bonded lots: lots in conjunction with multiple constructions in a newly bonded subdivision development, site plan or site plan for public improvements only		
▪ 1st submission, per lot	~~$2,852.00~~	$3,422.40
▪ Resubmissions and revisions, per submission	~~$935.00~~	$1,122.00
• Non-bonded lots: existing lots and acreage, rough grading and filling parcels, and parcels with lots of 5 acres of more, not within a subdivision or site plan development currently bonded with the County, per submission		
▪ 1st submission, per lot	~~$1,834.00~~	$2,200.80
Not to Exceed	~~$3,655.00~~	$4,386.00
▪ Resubmissions and revisions, per submission	~~$935.00~~	$1,122.00
3. Other Plans:		
• As-built plans		
▪ Sanitary Sewer, per submission	~~$529.00~~	$634.80
▪ Site and subdivision, per submission	~~$360.00~~	$432.00
• Debris landfill design plan		
▪ Base fee, per submission	~~$1,120.00~~	$1,344.00
▪ Plus, per acres	~~$74.00~~	$88.80
• Debris landfill permit, semi-annual, each permit	~~$2,446.00~~	$2,935.20
• Environmental Site Assessment:		
▪ 1st submission	~~$2,651.00~~	$3,181.20

	Current	Proposed
▪ Resubmissions and revisions, per submission	~~$935.00~~	$1,122.00
• Photometric or Sports Illumination Plan, fee per submission when such plan is not submitted as part of a required site plan submission	~~$735.00~~	$882.00
• Tree removal permit, each permit	~~$185.00~~	$222.00
(E) Miscellaneous fees:		
• Sheet substitution (insert): fee paid prior to plan approval of any insert sheet to a study, report, plan or waiver.	~~$90.00~~	$108.00
• Lot Validation Application	~~$370.00~~	$444.00
B. BONDING AND AGREEMENT FEES		
The following fees shall be paid upon submission to the County of agreement packages.		
(A) Agreement Package Processing Fee, per agreement package:		
• Security value exceeding $10,000	~~$2,050.00~~	$2,460.00
• Security value of $10,000 or less	~~$283.00~~	$339.60
(B) Agreement Extensions, Replacements and Reductions:		
• Agreement extensions	~~$822.00~~	$986.40
• Replacement agreement: There shall be no replacement agreement fee if the rating for the corporate surety has fallen to a "B" level according to the A.M. Best Key Rating Guide and the replacement request is submitted to and approved by the Director prior to the expiration date of the agreement.	~~$1,464.00~~	$1,756.80
• Agreement security reductions in support of an agreement	~~$1,392.00~~	$1,670.40
• Agreement extension and reduction submitted simultaneously	~~$1,392.00~~	$1,670.40
Also see Part C, Site Inspection Fees, for inspection fee for agreement extensions.		
C. SITE INSPECTION FEES		
Unless otherwise noted, the following fees shall be paid at the time of bonding, or prior to issuance of a construction permit for land disturbing activity, whichever occurs first. The Fire Prevention inspection fees are listed in Part D.		
(A) Base Fee: Per disturbed acre per agreement month,	~~$38.55~~	$46.26
with a minimum of	~~$1,340.00~~	$1,608.00
and a maximum of	~~$24,125.00~~	$28,950.00
(B) Fees in Addition to the Base Fee:		
1. Public Utility Fees:		
• Storm drainage		
▪ Base fee for first 100 linear feet	~~$1,552.00~~	$1,862.40
▪ Plus, fee for each additional linear foot or fraction thereof	~~$3.35~~	$4.02
• Stormwater management ponds		
▪ Embankment less than or equal to 6 feet high	~~$1,547.00~~	$1,856.40
▪ Embankment greater than 6 feet high	~~$3,083.00~~	$3,699.60
• Dedicated streets		
▪ For first 100 linear feet	~~$2,168.00~~	$2,601.60
▪ Plus, fee for each additional linear foot or fraction thereof	~~$9.00~~	$10.80
• Private streets		
▪ For the first 100 linear feet	~~$1,759.00~~	$2,110.80
▪ Plus, fee for each additional linear foot or fraction thereof	~~$7.25~~	$8.70
• Other paved area, per square yard or fraction thereof	~~$1.60~~	$1.92
▪ Driveway entrances, for each entrance	~~$162.00~~	$194.40
▪ Pedestrian walkways/trails		
♦ For the first 100 linear feet	~~$372.00~~	$446.40

	Current	Proposed
♦ Plus, fee for each additional linear foot or fraction thereof	~~$1.85~~	$2.22
• Sanitary sewer systems		
▪ Base fee for first 100 linear feet of main	~~$2,162.00~~	$2,594.40
▪ Plus, fee for each additional linear foot or fraction thereof	~~$7.00~~	$8.40
*2. Other Bonded and Proffered Work: F*ee is based on a percentage of the bonded amount		
• Cast in place culverts		
▪ Percentage of bonded amount up to $50,000	~~14.90%~~	17.90%
♦ Plus, percentage of the bonded amount greater than $50,000 but less than or equal to $200,000	~~7.35%~~	8.80%
♦ Plus, percentage of bonded amount greater than $200,000	~~3.07%~~	3.70%
▪ All other work		
♦ Percentage of bonded amount up to $50,000	~~14.90%~~	17.90%
♦ Plus, percentage of bonded amount greater than $50,000	~~3.07%~~	3.70%
3. Inspection Fee for Agreement Extensions: per disturbed acre~~*~~, per agreement month ~~*When the amount of disturbed site area has been reduced to less than one-half of the original amount and the developer's agreement has not expired, a~~ A one-time fifty percent reduction of the ~~original disturbed area is~~ extension inspection fee may be permitted.	~~$38.55~~	$46.26
4. Inspection following a stop work order: each, payable at next bonding action	~~$617.00~~	$740.40
5. Inspection following a violation: each inspection, payable at next bonding action	~~$308.00~~	$369.60

		Current	Proposed
D. FIRE PREVENTION DIVISION (FIRE MARSHAL) FEES			
The following Fire Prevention Division fees shall be paid for the review and inspection of the following plans and plats. Plan review fees are due upon submission to the County of such plans and plats except that fees for plans submitted directly to the Fire Prevention Division shall be due upon completion of the plan review process or within 120 days of plan submission, whichever comes first. Inspection fees are due upon completion of the inspection.			
Site plans Site plan revisions Site plan extensions Rough grading plans As-built site and subdivision plans Plats	Subdivision plans Site plans for public improvements only Revisions and reapprovals to subdivision plans and site plans for public improvements only		
(A) Plan Review fees: Fees are based on an hourly charge calculated on the quarter hour or part thereof, per reviewer.	~~$128.00~~Per Hour		$156.00
(B) Testing and Inspection Fees: Fees are based on an hourly charge calculated on the quarter hour or part thereof, per inspector.	~~$128.00~~Per Hour		$156.00
E. SITE PERMIT FEES			
Before a permit is issued for any work or construction on any land dedicated or proposed for dedication to public use, the following fees shall be paid to the County. A separate utility permit is required for each of the following types of surface work, overhead installations or underground installations:			
(A) Surface work:			
• Private entrances by homeowner		~~$308.00~~	$369.60
• Private property being developed for sale by subdivision (i.e. land developer)		~~$308.00~~	$369.60
• Drainage structures		~~$308.00~~	$369.60
• Steps, sidewalks, curb and gutter, etc.		~~$308.00~~	$369.60
(B) Overhead installations:			
• Crossings		~~$308.00~~	$369.60
• Poles		~~$308.00~~	$369.60
• Guys and anchors		~~$308.00~~	$369.60
• Streetlights		~~$308.00~~	$369.60
(C) Underground installations:			
• Crossings		~~$473.00~~	$567.60
• Parallel installations, any length on one permit		~~$473.00~~	$567.60
• Emergency permits or permits for repairs of existing facilities		~~$308.00~~	$369.60
• Valve boxes		~~$308.00~~	$369.60
• Manholes (construction, reconstruction, adjust when on existing line)		~~$308.00~~	$369.60
• Test holes		~~$308.00~~	$369.60
• Fire hydrants, installed on existing line		~~$308.00~~	$369.60
• Service connections		~~$308.00~~	$369.60

	Current	Proposed
F. WAIVER, EXCEPTION, MODIFICATION AND EXEMPTION FEES		
Fees in accordance with the table below shall be paid to the County upon submission of any request for a waiver, exception, and modification of the County Ordinances, including but not limited to the Chesapeake Bay Preservation Ordinance (Chapter 118), the Subdivision Ordinance (Chapter 101), the Zoning Ordinance (Chapter 112), Stormwater Management Ordinance (Chapter 124), and the Public Facilities Manual (PFM). The fee assessed shall be based on the Ordinance requirement and the type of plan submitted pursuant to Chapter 101, 112 or 104 of the Code.		
Resource Protection Area (RPA) Applications		
County Ordinance		
1. Chapter 118-5-1(a): Exemption		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
2. Chapter 118-5-1(b): Exemption Reconstruction of structures destroyed/damaged by casualty, if such reconstruction is otherwise permitted by law and as long as the structure is reconstructed in the same location and creates no more impervious area than existed with the prior structure.		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
3. Chapter 118-5-2: Exemption for public utilities		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
4. Chapter 118-5-3(a): Exemption Water wells, site amenities for passive recreation, historic preservation, and archeological activities located within an RPA.		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
5. Chapter 118-5-3(b): Exemption for less than 2500 sf. disturbance in RMA.		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
6. Chapter 118-5-3(c): Exemption		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
7. Chapter 118-5-4(a): Waiver *Loss of buildable area in RPA for lots recorded prior to 10/01/89 with no encroachment into the seaward 50 feet of the RPA buffer area.*		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00

	Current	Proposed
8. Chapter 118-5-4(b): Waiver *Loss of buildable area in RPA for lots recorded between 10/01/89 and 11/18/03 for houses located within the RPA, with no encroachment into the seaward 50 feet of the RPA buffer area.*		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00
9. Chapter 118-5-5(a): Exception Waiver of the performance criteria for minor additions to principal structures established as of 7/01/93. No accessory structures or uses.		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00
10. Chapter 118-5-5(b): Exception Waiver of the performance criteria for minor additions to principal structures established between 7/01/93 and 11/18/03 and located within the RPA. No accessory structures or uses.		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00
11. Chapter 118-6-7: Exception Loss of buildable area in RPA for lots recorded prior to 1/18/03 that does not meet the requirements of 118-5-4. A Public Hearing is required. (see note 4)		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00
12. Chapter 118-6-8: Exception Construction of accessory structures and uses to principal structures that were established as of 7/1/93 and do not result in the creation of 1,000 sq. ft. of additional impervious area within RPA, or that exceeds 2 percent of the lot area up to maximum 2,500 sq. ft., whichever is greater. A Public Hearing is required. (see note 4)		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00
13. Chapter 118-6-9: General Exception *General exception for construction in an RPA.* *A Public Hearing is required. (see note 4)*		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112	~~$730.00~~	$876.00

	Current	Proposed
Best Management Practices (BMP) and Stormwater Management (SWM) Applications (see note 5)		
County Ordinance		
1. PFM 6-0402.4: SWM/BMP Modification: to use an innovative water quality or detention facility		
Pursuant to Chapter 101	No fee	No fee
Pursuant to Chapter 104	No fee	No fee
Pursuant to Chapter 112	No fee	No fee
2. Chapter 124-6-1, Chapter 118-3-2(e): ~~BMP waiver~~ Water Quality Exception for site and subdivision plans		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112	~~$730.00~~	$876.00
3. Chapter 124-6-1, Chapter 112-7-808(1),PFM 6-0401.2: ~~BMP waiver~~ Water Quality Exception for sites located in the Water Supply Overlay District		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112	~~$730.00~~	$876.00
4. PFM 6-0301.2 General ~~SWM Waiver~~ Water Quantity Exception		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112	~~$730.00~~	$876.00
5. PFM 6-0303.6 SWM Modification to locate an underground detention facility on a residential development. Must be approved by the Board in conjunction with a rezoning or special exception application.		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112	~~$730.00~~	$876.00
6. PFM 6-1603.4: SWM Waiver of the dam breach analysis for dams <70 acres, <15 feet high and <25 acre-feet of storage.		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112	~~$730.00~~	$876.00
7. PFM 6-1600: SWM Waiver of the dam standards.		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112	~~$730.00~~	$876.00
8. Chapter 124-6-1, Chapter 118-3-2(e),PFM 6-0401.3 ~~9.~~: ~~BMP Waiver~~ Water Quality Exception for a single lot grading plan.		
Pursuant to Chapter 101		
Pursuant to Chapter 104	~~$170.00~~	$204.00
Pursuant to Chapter 112		
9. Chapter 101-2-2(12), PFM 6-0303.7: SWM Modification to locate a detention facility on an individual residential lot.		
Pursuant to Chapter 101	~~$730.00~~	$876.00
Pursuant to Chapter 104		
Pursuant to Chapter 112		

	Current	Proposed
General Applications		
County Ordinance		
1. General Waiver: Except as noted otherwise in this section, the fee associated with a request for a waiver, exception, or modification of the requirements of the County's Ordinances, including but not limited to the Subdivision Ordinance, Zoning Ordinance, the Stormwater Management Ordiance, and the Public Facilities Manual.	~~$730.00~~	$876.00
2. *Chapter 101-2-2: Public Street Frontage Waiver* *Fee for a waiver of the public street frontage requirement. A Public Hearing is required (see note 4)*	~~$2,050.00~~	$2,460.00
3. *Minor Adjustment of Property Lines:* Fee for a waiver associated with the minor adjustment of property lines.	~~$260.00~~	$312.00
Notes:		
1. CBPO waivers and exception requests submitted under §§ 118-5 and 118-6 require submission of a concurrent Water Quality Impact Assessment (WQIA) and application fee.		
2. Water quality fees are not required for plans and permits reviewed under Chapter 104 for which fees have been paid in connection with the review and approval of WQIA's, RPA Boundary Delineations, RMA Boundary Delineations, and CBPO exceptions filed under Chapters 101 and 112 of the Code.		
3. In no instance shall the total fee for all waivers, exceptions and modifications associated with a subdivision, site plan or minor site plan exceed ~~$2,923.00.~~:		$3,504.00
CBPO waivers and exceptions associated with grading plans shall not exceed ~~$730.00.~~:		$876.00
4. An additional fee ~~of $365.00~~ shall be paid with the submission of an exception request when a public hearing is required under Article 6 of Chapter 118 of the Code~~.~~, in the amount of:		$438.00
5. A single fee ~~of $858.00~~ shall be paid when combined stormwater and BMP waivers are submitted simultaneously~~.~~, in the amount of:		$1,030.00
6. The cumulative fee for any modifications or waivers requested for the portion of a development in which affordable dwelling units are located, and which relate to typical street sections, sidewalks, and/or curb and gutter, shall not exceed ~~$730.00.~~:		$876.00
Case Review of Fees: In the event that, prior to plan approval for review fees or prior to bond release for inspection fees, the payor disputes the fee charged, he may request in writing to the Director a case review of costs incurred by the County. In the case where the review reveals that the fees paid exceed 100% of costs, then a refund of the difference shall be made. If the case review reveals that 100% of the costs incurred by the County exceed the fees paid, then the developer shall pay the difference to the County prior to plan approval for review fees, or prior to bond release for inspection fees.		
G. PERMITS FOR DISCHARGES OF STORMWATER FROM CONSTRUCTION ACTIVITY FEES		
The following fees shall be paid for permits for Chesapeake Bay Preservation Act land-disturbing activities, General Permits for Discharges of Stormwater from Construction Activities, modification or transfer of coverage under a permit, and permit maintenance.		
(A) General / Stormwater Management - Base Fee		

	Current	Proposed
The state's portion of the fees for initial coverage under the General Permit for Discharges of Stormwater from Construction Activities shall be paid directly to the state in accordance with §124-3-3.		
1. Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; Sites with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre.	$308.00	$308.00
2. All land disturbing activities requiring General Permit coverage for Discharges of Stormwater from Construction Activities.	$308.00	$308.00
(B) General / Stormwater Management - Modifications		
Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities. If the permit modifications result in changes to stormwater management plans that require additional review by the County, such reviews shall be subject to the fees set out in this part. The fee assessed shall be based on the total disturbed acreage of the site. In addition to the permit modification fee paid to the County, modifications resulting in an increase in total disturbed acreage shall pay to the state the difference in the initial permit fee paid and the permit fee that would have applied for the total disturbed acreage.		
1. Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres)	$200.00	$200.00
2. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than five acres and less than 10 acres)	$250.00	$250.00
3. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 10 acres and less than 50 acres)	$300.00	$300.00
4. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 50 acres and less than 100 acres)	$450.00	$450.00
5. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 100 acres)	$700.00	$700.00
(C) General / Stormwater Management – Permit Maintenance		
Fees for annual permit maintenance including expired state permits that have been administratively continued. With respect to the General Permit for Discharges of Stormwater from Construction Activities, these fees shall apply until the state permit coverage is terminated. Fees for annual permit maintenance will be collected on a schedule consistent with the bond acceptance, approval, extension, reduction, and release process for bonded projects and as part of the process for acceptance and release of conservation deposits for non-bonded projects.		
1. Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; Sites with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre.	$20.00	$20.00
2. Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres)	$400.00	$400.00
3. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than five acres and less than 10 acres)	$500.00	$500.00
4. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 10 acres and less than 50 acres)	$650.00	$650.00
5. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 50 acres and less than 100 acres)	$900.00	$900.00
6. Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 100 acres)	$1,400.00	$1,400.00

Proposed Amendments to Chapter 61 (Building Provisions)
of
The Code of the County of Fairfax, Virginia

Amend Section 61-1-3 (Fees), to read as follows:

Section 61-1-3. Fees.

(a) No permit to begin work for new construction, alteration, removal, replacement, demolition or installation of any building, structure or equipment, or any other building operations which are regulated by the USBC, shall be issued until the fees prescribed in paragraph (d) of this section have been paid; nor shall an amendment to a permit necessitating an additional fee because of an increase in the size of the building, an increase in the estimated cost of the work involved, or the installation of any additional equipment be approved until the additional fees have been paid.

(b) All fees for permits required under the provisions of the USBC shall be paid prior to issuance of the permit and prior to initiation of the work covered by such permits or as required by the Building Official.

(c) A building permit shall be issued to construct, improve or alter the following:

1. Each single-family attached or detached dwelling.

2. Dwelling units and common interior areas in a multiple-family dwelling.

3. Each space within a strip shopping center, and each warehouse bay in a strip warehouse.

4. Each unit and interior common area in a condominium office building.

5. Each commercial or residential structure not addressed above.

Separate electrical, mechanical, plumbing, fire alarm, fire suppression and fire lane permits are required to install or alter electrical, mechanical, plumbing, fire alarm, fire suppression and fire lane equipment in dwelling units, structures or areas of a structure for which a separate building permit has been issued.

(d) The fees for reviewing plans, issuing permits, performing inspections, licensing home improvement contractors and other expenses incidental to the enforcement of the USBC and Chapters 61, 64, 65 and 66 of the Code of the County of Fairfax are listed in Appendix Q of this Code. Fees shall be collected and paid in accordance with Appendix Q and the following provisions:

1. *Base fee:* The base fee shall be the minimum fee for any permit for which the fee charged would otherwise be less than the base fee except as noted below.

2. *Reduced fees (does not apply to Fire Prevention Division fees for fire alarm, fire suppression and fire lane permits):*

a. *Multiple permits:* Fees shall apply provided all of the following conditions are met:

(1) The permit application is one of a group of ten or more applications or a single application for ten or more units to be issued for the installation of the same or similar fixtures, appliances, or minimal alterations in existing dwellings on adjacent lots, in an existing multiple-family building or an existing commercial structure; and

(2) Plan review is required by only one plan review discipline, i.e., building, electrical, mechanical or plumbing, prior to permit issuance; and

(3) Only one inspection per permit is required; and

(4) Inspections are scheduled for no fewer than ten permits or units on the same day; and

(5) The request for the multiple permit fee shall be made in writing~~,~~; and

(6) The fee for the permit would otherwise be the base fee.

A re-inspection fee may be assessed for each unit for which an inspection is rejected and a re-inspection performed.

b. *Permits requiring no inspections:* This fee shall apply to those permits for which no individual inspections are required to be performed pursuant to policies and guidelines issued by the Building Official.

c. *Casualty Permits:* There shall be no fee or permits to repair, replace, or otherwise re-construct a residential, commercial, or industrial structure damaged as the result of a catastrophic event, subject to the following provisions:

(1) The declaration of a catastrophic event must have been proposed by the County Executive and must have been approved by the Board. Such declaration shall be subject to the notice and hearing requirements of Va. Code Ann. § 15.2-2204 and any amendments thereto~~.~~;

(2) The scope of the event shall be clearly delineated by means of the affected geographic area and/or a range of dates during which the disaster occurred;

(3) For purposes of this section, catastrophic events are limited to those resulting from natural causes such as floods, hurricanes, earthquakes, or other such "Acts of God," damage that results from an act or acts of terrorism, war, riot, or other such civil disturbance, and may also include situations where the destruction or damage from such causes was exacerbated by human agency, such as, for example, the construction of bridges, dams, or other such public works projects, but shall not include situations caused by the intentional acts or negligence of the owner or his agent~~.~~;

(4) Destroyed or damaged structures must have been lawfully established pursuant to a valid building permit, Residential Use Permit, or Non-Residential Use Permit, and compliant with applicable County ordinances and State codes;

(5) Destroyed or damaged structures must have been in a habitable condition or otherwise lawfully used or occupied immediately prior to the casualty;

(6) The casualty permit shall be limited to the reconstruction of or repair to the property that is damaged by the event and shall not be transferable to another property impacted by the event and further shall only be used to reconstruct the structure to its condition prior to the casualty event rather than used to construct an expansion, addition, or substantial renovation;

(7) The permit for the reconstruction or repair must be obtained within six months of the declaration of the catastrophic event. In the event that the scope of the catastrophe is of such a scope that the issuance of permits to all affected structures is impractical in such a time frame, the Board may, with approval from the County Executive, extend this period for an additional six months.

3. All fees for permits issued on a base fee or reduced fee basis shall be paid in full at the time of permit application.

4. *After-hours inspection fee (does not apply to Fire Prevention Division fees for fire alarm, fire suppression and fire lane permits):* A fee shall be charged for each thirty minute period, or fraction thereof, of inspection time requested to take place after regular working hours. Any such inspection(s) shall be authorized by the County and the fee paid prior to the inspection. This fee shall be in addition to the fee for the required permit which authorizes performance of the work.

5. *Amendment of permit:* This fee is to amend a permit application after creation of the permit record. Before a final inspection is approved, the appropriate fee shall be paid and a permit must be issued for all work performed which is not authorized by the original permit.

6. *Amusement Devices and carnival rides*: The permit fee for amusement devices and carnival rides, and associated electrical permits for generators and temporary wiring for

carnivals, fairs and other temporary amusement activities, shall be the maximum fee specified in the Virginia Amusement Device Regulations.

~~6~~7. *Annual permit fee:*

a. The fee for an annual permit which authorizes the performance of specified work for a 12-month period shall be the base fee.

b. The fees for any separate permits required pursuant to the policies and guidelines of an annual permit shall be as required by Appendix Q of the Code. The policies and guidelines for an annual permit may provide for the issuance of specific separate permits at the reduced fee.

~~7~~8. *Asbestos removal/abatement:* The fee for a permit to remove or abate asbestos from a structure shall be as prescribed in Appendix Q.

~~8~~9. *Demolition:* In the case of demolition of an entire structure, a signature bond in the amount of $1,000.00 for residential structures and $5,000.00 for commercial structures shall be posted. The bond shall remain in effect until the demolition permit has received an approved final inspection.

~~9~~10. *Expiration of permit applications:* An application for a permit for any proposed work shall be deemed to have been abandoned and expired six months after the date of filing, unless the applicant has diligently sought to resolve any problems that are delaying issuance of the permit or the permit has been issued. The burden of proof that the applicant has diligently sought to resolve any problems that are delaying issuance of a permit shall be on the permit applicant, owner of the property or other person affected by such determination of the Building Official. Filing fees for expired permit applications are not refundable.

The Building Official shall grant one or more extensions of time for additional periods if there is reasonable justification.

~~10~~11. *Fee payment credits:* All permit fees paid at the time of permit application shall be credited toward the full cost of the permit when the permit is issued.

~~11~~12. *Fee transfers:* Permit fees are not transferable.

~~12~~13. *Household Appliance Permits:*

~~12.~~ a. *Household appliance fees:* Permanently wired or plumbed appliances may be installed in an existing dwelling using a household appliance permit, provided the capacity of the electrical panel or gas service is not exceeded and the electrical circuitry, gas piping and plumbing is existing. A household appliance permit may also be used when a permit is required for the replacement of a listed appliance provided the above criteria are met.

PERMIT REQUIRED FOR NEW INSTALLATIONS ONLY

Air cleaner/filter
Air conditioning condensing unit
Bathtub
Clothes dryer, gas/electric
Dehumidifier
Disposal
Fan, attic
Fan, ceiling
Fan, exhaust
Furnace, electric
Heat pump
Hose bib
Humidifier
Ice maker
Laundry tub
Lighting Fixtures
Oven, gas/electric
Pressure reducing valve
Shower
Sink
Smoke detector (wired-in) – no fee
Solar energy equipment – no fee
Stove, gas/electric
Sump pump
Toilet
Trash compactor
Water heater, electric/gas/oil
Water treatment equipment

Permits are required for the replacement of the fixtures and appliances listed above if the installation requires a change to: 1) duct systems; 2) plumbing supply, drain waste or vent piping; 3) electrical circuits; 4) appliance vent system; or 4) gas piping.

PERMITS REQUIRED FOR BOTH NEW AND REPLACEMENT INSTALLATIONS

Centralized air-conditioning systems
Clothes dryers, gas
Furnace, gas/oil
Gas logs
Gas/oil
Gas stove/heater
Oven, gas
Prefabricated chimney

Prefabricated fireplace
Water heater, gas/oil
Wood stove/heater

b. Contractors authorized to take out permits to install or replace appliances: The following table indicates which contractors shall be authorized to obtain household appliance permits for the installation or replacement of appliances in the program:

Type of Equipment	Electrical	HVAC	Plumbing	Gas	HIC**
Air cleaner/filter, electrostatic	X	X			X
Air conditioning (central AC system)	X	X			
Air conditioning condensing unit	X	X			
Bathtub			X		
Clothes dryer, gas				X	
Dehumidifier	X	X			X
Dishwasher	X*		X		X
Disposal	X*		X		X
Fan, Attic	X	X			X
Fan, Ceiling	X				X
Fan, Exhaust	X	X			X
Furnace, electric	X	X			
Furnace, gas		X		X	
Furnace, oil		X		X	
Gas log				X	
Heat pump	X	X		X	
Hose bib, (outside faucet)			X		
Humidifier	X	X	X		
Ice maker			X		X
Laundry tub			X		X
Lighting fixtures	X				
Oven, electric	X				X
Oven, gas				X	X
Prefabricated chimney		X		X	
Prefabricated fireplace		X			
Pressure reducing valve			X		X
Shower			X		
Sink / lavatory			X		
Smoke detector (wired-in) - no fee	X				
Solar energy equipment - no fee	X	X	X		X
Stove, electric	X				X
Stove, gas				X	X
Sump pump	X*		X	X	
Trash compactor	X				X
Water closet (toilet)			X		X

Water heater, electric	**X***	**X**	**X**		
Water heater, gas		**X**	**X**	**X**	
Water heater, oil		**X**	**X***	**X**	
Water treatment equipment	**X***		**X**		
Wood stove/heater		**X**			**X**
Other	***Manual Check By Technician***				

X* Authorized for replacement only
HIC** State HIC classification (Not allowed by FFXHIC)

~~13~~14. *Modular residential units, including manufactured homes:* Fifty percent of the regular permit fee shall be imposed on residential units constructed and installed under the Virginia Industrialized Building Safety Regulations or the Virginia Manufactured Home Safety Regulations.

~~14~~15. *Non-permitted work:*

Failure to obtain a permit prior to beginning work: An additional fee shall be assessed for those permits obtained pursuant to a written directive or order from the Building Official or designee for failure to obtain a permit required by the USBC. This fee shall be in addition to any permit fees normally required and shall be assessed to defray the costs associated with administration and enforcement of the USBC.

~~25~~16. *Partitions:* A permit fee shall be paid for the erection of partitions (metal studs only) in unoccupied space in a previously unoccupied commercial structure, pending approval of tenant layout plans.

~~15~~17. *Permit extensions:* Upon written application of the permittee prior to the expiration of the permit, the Building Official or his designee may extend the permit for up to one year from the date of expiration of the permit. No fees shall be charged for the first permit extension allowed by the USBC and the Code of the County of Fairfax. Additional requests for permit extensions must be accompanied by the processing fees in Appendix Q of the Code.

Separate fees shall not be charged for extending mechanical, plumbing, electrical, fire alarm, fire suppression or fire lane permits associated with a request for the extension of a building permit.

~~16~~18. *Re-inspection fee (does not apply to Fire Prevention Division fees for fire alarm, fire suppression and fire lane permits):* A re-inspection fee may be assessed for each additional inspection that is required to be made because a scheduled inspection is rejected for one or more of the following reasons: 1) the work is not installed in accordance with applicable codes; 2) the work is not ready for inspection; or 3) access to the work to be inspected is not provided. A re-inspection fee may also be assessed for each inspection performed pursuant to a stop work order.

~~17~~19. *Refunds:* In the case of a suspension, revocation or expiration of a permit or the expiration of a permit application, the permittee, upon written request within 6 months after such suspension, revocation or expiration, may receive a refund for the amount of work the County has not performed. The amount of the refund shall be determined as follows:

- All plan examination and permit processing fees shall be deducted from the original permit fee.

- All costs that may have been imposed on the permit holder under the requirements of the USBC and the Code of the County of Fairfax shall be deducted from the original permit fee.

- The amount of work that has received an approved inspection by the County shall be determined and a proportionate share shall be deducted from the original permit fee. Any excess fee for the uncompleted work shall be returned to the permit holder. No refunds will be issued for base or reduced fee permits.

~~23~~20. *Removal and Relocation:* The permit fee for the removal of a building or structure from one lot to another or to a new location in the County shall be based on the cost of moving and the cost of all work necessary to place the building or structure in its completed condition in the new location. In addition to a building permit to construct the foundation at the new location, a separate building permit is required to demolish any foundation at the original location.

~~18~~21. *Replacement of defective sprinkler heads:* No fee shall be charged for a fire suppression permit to replace sprinkler heads determined to be defective by the Fairfax County Fire Marshal pursuant to the Virginia Statewide Fire Prevention Code.

~~19~~22. *Shelters:* No fee shall be charged for a building permit for a radiation fallout or blast shelter constructed on land occupied for residential purposes by not more than two families, for use as shelter only and constructed in accordance with one of the shelter types or designs approved by the Federal Emergency Management Agency.

~~20~~23. *Solar energy:* No permit fee shall be charged to install solar energy equipment, although a permit is required for such installations and the permit holder is subject to the re-inspection fee.

~~21~~24. *Team inspections:* A fee shall be paid for each inspection involving an application for a change in use, change in occupant or other special request which requires inspection by one or more of the following disciplines: Building, Electrical, Plumbing, Mechanical and/or the Fire Marshal. These fees are not credited toward the cost of permits. If the inspection is canceled 24 hours in advance by the applicant, and not conducted, the fee is refundable upon application in writing to the Building Official within three months of the date of payment.

~~22~~25. *Tenant layouts:* Except for those tenant layouts shown on the originally approved plans for a new building, separate building permits shall be required for each tenant layout. The fee shall be based on a percentage of the estimated cost of the work. A fee per plan review discipline~~.~~ (i.e., building, electrical, mechanical or plumbing) may be assessed for each resubmission of plans for alterations to existing commercial buildings.

~~23. *Removal and Relocation:* The permit fee for the removal of a building or structure from one lot to another or to a new location in the County shall be based on the cost of moving and the cost of all work necessary to place the building or structure in its completed condition in the new location. In addition to a building permit to construct the foundation at the new location, a separate building permit is required to demolish any foundation at the original location.~~

~~24~~26. *Temporary Structures:* The fee for temporary structures includes, but is not limited to tents, produce stands and sales office trailers. Sheeting and shoring are not considered temporary structures for the purpose of determining fees.

~~25. *Partitions:* A permit fee shall be paid for the erection of partitions (metal studs only) in unoccupied space in a previously unoccupied commercial structure, pending approval of tenant layout plans.~~

~~(2) *Reserved*~~[1]

~~(3) *Fire Prevention Division (Fire Official) fees:*~~

~~(A) *Plan Review Fees:* Fees for all plan review are based on an hourly charge of $128.00 per hour calculated on the quarter hour or part thereof, per reviewer. Fees are due upon completion of the plan review process.~~

~~(B) *Acceptance Testing and Inspection Fees:* Fees are based on an hourly charge of $128.00 per hour calculated on the quarter hour or part thereof, per inspector. Fees for fire protection equipment and systems performance tests and inspections, other equipment and systems performance tests and inspections, occupancy or preoccupancy inspections, fire lanes and required retesting or reinspections shall be imposed at the rate of $128.00 per hour calculated on the quarter hour or part thereof, per required inspector.~~

~~(C) *Reinspection Fees:* Reinspection fees shall be based on the hours reserved to perform the test and will be charged at the rate of $128.00 per hour calculated on the quarter hour or part thereof, per required inspector. The following matrix is to serve as a guideline in determining when a reinspection fee is required for acceptance testing and retesting. A minimum notice of 24 hours (one full business day) for test~~

[1] Staff note: Section 61-1-3, subparagraph (d)(2), deleted with 05-11-61, adopted April 12, 2011

~~cancellation is required. The fee is charged when an inspection is not cancelled in time to save an unnecessary trip by inspectors.~~

~~REINSPECTION FEES~~

~~CIRCUMSTANCE~~	~~CONDITION~~	~~INSPECTED~~	~~REINSPECTION FEE~~
~~Cancelled or rescheduled off site more than 24 hours prior to appointment~~	~~N/A~~	~~No~~	~~No~~
~~Cancelled or rescheduled off site less than 24 hours prior to appointment~~	~~N/A~~	~~No~~	~~Yes~~
~~Contractor shows, others do not or inspectors arrive, no one on site~~	~~Cannot Test~~	~~No~~	~~Yes~~
~~Cancelled while inspectors on site; test not started~~	~~Not Ready~~	~~No~~	~~Yes~~
~~Regular inspection, test started, test not completed~~	~~Not Ready or Failure due to fault of contractor~~	~~Yes~~	~~Yes~~
~~Regular inspection, test started, test not completed~~	~~Failed, but not due to fault of contractor~~	~~Yes~~	~~No~~
~~Regular inspection, test completed~~	~~Substantially ready with minor deficiencies~~	~~Yes~~	~~No~~
~~Regular inspection, test completed~~	~~No punch list, sticker issued~~	~~Yes~~	~~No~~
~~Final Inspection~~	~~Deficient~~	~~Yes~~	~~Yes~~

~~*(D) Plan reviews and inspections performed outside business hours: Plan reviews and inspections may be performed outside business hours upon request at the sole discretion of the fire official. Fees for these plan reviews and inspections shall be assessed at twice the rate listed in (A), (B), and (C) above. Fees shall be assessed in 30 minute increments.*~~

~~(4) *Other fees pertaining to mechanical permits, periodic inspections and licenses:*~~

~~(A) *Mechanical equipment installation fees:* The permit fee for installation, repair, or replacement of all mechanical equipment installed in buildings other than within individual residences shall include a charge which shall be calculated at the rate of 1.9% of the contract value less the value of the listed equipment. This fee is in addition to the equipment fees listed in this section.~~

~~Automotive lift~~	~~$ 95.00~~
~~Boilers:~~	
~~Hot water heating to 200 MBH~~	~~$ 91.00~~
~~For each additional 100 MBH or fraction thereof~~	~~$ 14.00~~
~~Hot water storage tank~~	~~$ 91.00~~
~~Hot water supply to 500 MBH~~	~~$ 91.00~~
~~For each additional 500 MBH or fraction thereof~~	~~$ 14.00~~
~~Low-pressure steam to 200 MBH~~	~~$ 91.00~~
~~For each additional 100 MBH~~	~~$ 14.00~~
~~Indirect hot water heater~~	~~$ 91.00~~
~~Miniature~~	~~$114.00~~
~~Power~~	~~$114.00~~
~~Plus, per boiler hp~~	~~$ 1.70~~
~~Crematorium~~	~~$138.00~~
~~Dumbwaiters, See Vertical Transportation Equipment~~	
~~Elevators, See Vertical Transportation Equipment~~	
~~Ductwork: The fee for ductwork is 1.9% of the total contract value.~~	
~~Expansion tank~~	~~$ 91.00~~
~~Escalator, See Vertical Transportation Equipment~~	
~~Furnaces:~~	
~~Central heating up to 200 MBH~~	~~$ 37.00~~
~~Each additional 100 MBH or fraction thereof~~	~~$ 10.15~~
~~Duct-furnace up to 200 MBH input~~	~~$ 23.00~~
~~Each additional 100 MBH or fraction thereof~~	~~$ 10.15~~
~~Oil and solid fuel furnace up to 220 MBH input~~	~~$ 37.00~~
~~Each additional 100 MBH or fraction thereof~~	~~$ 10.15~~
~~Electric furnace up to 30 KW~~	~~$ 37.00~~
~~Each additional 30 KWS or fraction thereof~~	~~$ 5.25~~
~~Halon System~~	~~Base Fee~~
~~Heat Pump up to 5 ton~~	~~$ 46.00~~
~~Each additional ton~~	~~$ 1.70~~
~~Auxiliary heat up to 100 MBH~~	~~$ 37.00~~
~~Each additional 100 MBH~~	~~$ 5.25~~
~~Incremental heating and air conditioning units, per unit~~	~~$10.65~~
~~This fee applies to incremental heating and air conditioning units installed with boilers, chillers and water towers in a building.~~	
~~Incinerator:~~	
~~Per 100 lbs. per hour burning rate or fraction thereof~~	~~$ 46.00~~
~~Manlift, See Vertical Transportation Equipment~~	
~~Oil burner:~~	

~~Conversion to or replacement of oil burner:~~
~~Light oils - No. 1, 2 or 4 $ 46.00~~
~~Heavy oils - No. 5 or 6 $ 56.00~~
~~Piping of equipment: The fee for piping of equipment is 1.9% of the total contract value (for use groups other than R-3, R-4, and R-5).~~
~~Porch lift, handicapped/wheel chair lift, hand elevator, See Vertical Transportation Equipment~~
~~Prefab chimney $ 23.00~~
~~Prefab fireplace, with or without prefab chimney $ 23.00~~
~~Pump, circulating: $ 46.00~~
~~Range hood fire protection system Base Fee~~
~~Range hood only is charged as ductwork.~~
~~Refrigeration: Including, but not limited to, chillers, air conditioning units, and cooling towers.~~
~~Refrigeration and refrigeration cycle of air conditioning system up to 5 tons $ 46.00~~
~~Each additional refrigeration ton or fraction thereof $ 1.70~~
~~Sidewalk elevators, See Vertical Transportation Equipment~~
~~Space heater: See Unit Heater.~~
~~Tanks:~~
~~Above ground or underground tanks for hazardous or nonhazardous liquids (oil, gasoline and propane)~~
~~Commercial Base Fee~~
~~Residential (R-3, R-4, and R-5 occupancies) Base Fee~~
~~Unfired pressure vessel $ 91.00~~
~~(Air compressor receiving tank)~~
~~Unit heater:~~
~~Gas and oil up to 500 MBH input $ 23.00~~
~~For each additional 100 MBH input or fraction thereof $ 5.35~~
~~Electric up to 147 KW $ 23.00~~
~~Each additional 30 KW or fraction thereof $ 5.35~~
~~Woodstove, with or without prefab chimney $ 10.30~~
~~Vertical Transportation Equipment:~~
~~Commercial: (new or replacement)~~
~~Chair/platform lifts $142.00~~
~~Dumbwaiters/conveyors/material lifts~~
~~Hand-operated $142.00~~
~~Power-driven $142.00~~
~~Elevators~~
~~Construction $306.00~~
~~Freight, plus floor charge $289.00~~
~~Passenger, plus floor charge $289.00~~
~~Escalators, per floor/moving walks $497.00~~
~~Manlifts, power-driven $146.00~~
~~Sidewalk elevators:~~

~~Hand-driven~~	~~$113.00~~
~~Power-driven~~	~~$150.00~~

~~Floor charge: A fee of $47.00 per floor shall be charged for each floor in the building where a passenger or freight elevator is installed. This charge shall be computed and added to the cost of the first piece of equipment only.~~

~~Alterations or repairs shall be charged at a rate of 1.5% of the estimated cost of repairs, with a minimum fee of $135.00.~~

~~Residential: (new or replacement)~~

~~Chair/platform lifts~~	~~$142.00~~
~~Dumbwaiters~~	
~~Hand-operated~~	~~$142.00~~
~~Power-driven~~	~~$142.00~~
~~Private residence elevators~~	~~$306.00~~

~~(B) *Periodic mechanical inspection fee:* All vertical transportation equipment, other than that which is installed within individual residences, and other than conveyors, requires an annual certificate of compliance. For an annual certificate of compliance, the annual fee payable by the owner of the building to the County of Fairfax on or before the expiration of the certificate shall be as follows:~~

~~Elevators: See Vertical Transportation Equipment~~	
~~Sidewalk elevators, See Vertical Transportation Equipment~~	
~~Dumbwaiters, See Vertical Transportation Equipment~~	
~~Escalator, See Vertical Transportation Equipment~~	~~$146.00~~
~~Manlift, See Vertical Transportation Equipment~~	~~$146.00~~
~~Boilers:~~	
~~Hot water heating:~~	
~~0-1000 MBH~~	~~$ 91.00~~
~~1001-2000 MBH~~	~~$114.00~~
~~Over 2000 MBH~~	~~$138.00~~
~~Hot water supply~~	~~$ 91.00~~
~~Miniature~~	~~$114.00~~
~~Power:~~	
~~0-100 HP~~	~~$138.00~~
~~101-500 HP~~	~~$160.00~~
~~501-1000 HP~~	~~$185.00~~
~~Over 1000 HP~~	~~$205.00~~
~~Steam:~~	
~~0-1000 P/H~~	~~$121.00~~
~~1001-2000 P/H~~	~~$138.00~~
~~2001-4000 P/H~~	~~$160.00~~
~~Over 4000 P/H~~	~~$185.00~~
~~Hydrostatic test~~	~~$163.00~~

~~Incinerator:~~
~~Up to 100 Pounds $ 95.00~~
~~Over 100 Pounds $146.00~~
~~Range hood fire protection system $ 91.00~~
~~Range hood only is charged as ductwork~~
~~Halon system $ 91.00~~
~~Refrigeration system $138.00~~
~~Unfired pressure vessel:~~
~~With manhole $138.00~~
~~Without manhole $ 91.00~~
~~Vertical Transportation Equipment (except for equipment installed within private residences):~~
~~Chair/platform lifts $146.00~~
~~Dumbwaiters/material lifts~~
~~Hand-operated $122.00~~
~~Power-driven $134.00~~
~~Elevators~~
~~Construction $266.00~~
~~Freight, plus floor charge $266.00~~
~~Passenger, plus floor charge $266.00~~
~~Escalators, per floor/moving walks $146.00~~
~~Manlifts, power-driven $146.00~~
~~Sidewalk elevators:~~
~~Hand-driven $113.00~~
~~Power-driven $150.00~~

~~Floor charge: A fee of $47.00 per floor shall be charged for each floor in the building where a passenger or freight elevator is installed. This charge shall be computed and added to the cost of the first piece of equipment only.~~

~~The following fees apply to freight and passenger elevator tests which are not performed in conjunction with regularly scheduled periodic inspections:~~

~~Temporary inspection $246.00~~
~~Temporary inspection (extension) $115.00~~
~~Governor test $296.00~~
~~Load test $445.00~~
~~Speed test $296.00~~
~~Static pressure/hydraulic $296.00~~
~~Fire and smoke test $213.00~~

~~(5) *Other fees pertaining to plumbing permits:*~~

~~*Plumbing and gasfitting equipment installation fees:*~~
~~New plumbing systems in new buildings, existing unplumbed buildings, or portions thereof, changes in~~

~~existing systems $ 46.00~~
~~Plus for each fixture, each appliance, each appurtenance, including sill cock, and for each area-way drain, floor drain and roof drain $ 6.85~~
~~Setting or replacing fixtures without changes in existing system $ 46.00~~
~~Plus, for each fixture $ 5.35~~
~~Sewer, new, replacement or repair $ 46.00~~
~~Sewer tapping $ 46.00~~
~~Sewage ejector pump $ 6.85~~
~~Sump pump $ 6.85~~
~~Swimming pool, public and semipublic:~~
~~Fixture, appliance and appurtenance fee apply.~~
~~Water service, new, replacement or repair $ 46.00~~
~~Sprinkler system for fire suppression . . . Base Fee~~

~~(6) *Other fees pertaining to electrical permits:*~~

~~(A) *Electrical equipment installation fees for initial construction of new dwelling units in R-2, R-3, R-4, and R-5 use groups:*~~
~~Electrical service size:~~
~~0-149 amps $190.00~~
~~159-399 amps $200.00~~
~~400 amps $275.00~~
~~More than 400 amps Use Itemized fees in (B)~~

~~These fees include the initial installation of equipment listed on the electrical permit application that includes the main electrical service for the dwelling. The fee for a permit amendment for additional equipment shall be $30.00. Any equipment installed pursuant to other electrical permit applications shall be charged in accordance with the fees prescribed in paragraph (B) of this section (Electrical equipment installation fees) below.~~

~~(B) *Electrical equipment installation fees:*~~

~~*Appliances, residential:* Includes direct-wired appliances installed in dwelling units such as air cleaners, attic fans, central vacuums, dishwashers, disposals, clothes dryers, ovens, ranges or stoves, trash compactors and water heaters:~~
~~First $ 10.15~~
~~Each additional $ 5.35~~

~~Receptacles for individual appliances installed in lieu of the appliance shall be charged at the same rate as if the appliance were installed.~~
~~Circuits, new (extensions are counted as circuits):~~
~~Each $ 1.70~~

~~Dental chairs~~	~~$ 10.15~~
~~Electrical equipment rated by kilowatts (KW) to include space, baseboard and central heat, and commercial cooking units, water heaters, dishwasher, dryers, etc.:~~	
~~0 to 4 KW~~	~~$ 14.00~~
~~Each additional unit in this range~~	~~$ 5.35~~
~~4 to 6 KW~~	~~$ 17.00~~
~~Each additional unit in this range~~	~~$ 10.15~~
~~6 to 8 KW~~	~~$ 21.35~~
~~Each additional unit in this range~~	~~$ 14.00~~
~~8 to 10 KW~~	~~$ 26.70~~
~~Each additional unit in this range~~	~~$ 17.00~~
~~10 to 14 KW~~	~~$ 31.00~~
~~Each additional unit in this range~~	~~$ 21.35~~
~~14 to 20 KW~~	~~$ 34.70~~
~~Each additional unit in this range~~	~~$ 26.70~~
~~20 to 25 KW~~	~~$ 39.00~~
~~Each additional unit in this range~~	~~$ 31.00~~
~~Over 25 KW~~	~~$ 42.90~~
~~Each additional unit in this range~~	~~$ 34.70~~
~~Control wiring: Wiring less than 50 volts when penetrating fire rated assemblies, smoke barriers and non-combustible plenums (e.g., telephone wiring, cable television wiring, burglary/security systems, fire alarm systems, etc.)~~	~~Base fee~~
~~Fan coil units~~	~~$ 5.35~~
~~Fixtures, switches and receptacles, etc.:~~	
~~First 10 or fraction thereof~~	~~$ 10.15~~
~~Each additional 10 or fraction thereof~~	~~$ 6.85~~
~~Gasoline pumps: Submerged: Fee same as for motors~~	
~~Gasoline island pumps or dispensers:~~	
~~First~~	~~$ 10.15~~
~~Each additional, each~~	~~$ 5.35~~
~~Generators:~~	
~~0 to 5 KW~~	~~$ 23.00~~
~~Over 5 to 25 KW~~	~~$ 28.25~~
~~Over 25 to 35 KW~~	~~$ 37.00~~
~~Over 35 to 50 KW~~	~~$ 45.00~~
~~Over 50 KW~~	~~$ 69.00~~
~~Heating and air conditioning - gas/oil:~~	
~~Residential furnace - gas/oil or air conditioning:~~	
~~First unit~~	~~$ 14.00~~
~~Each additional unit~~	~~$ 5.35~~
~~Commercial furnace - see motors~~	

~~Motors and electrical equipment rated by horsepower (HP) to include commercial heating, cooling, and ventilating equipment. On package~~

~~equipment, such as pumps and commercial air handlers, fans, compressors and disposals, each motor shall be charged for separately:~~

~~1/8 horsepower or less~~	~~Charged as fixtures~~
~~Over 1/8 to 1 hp:~~	
~~First~~	~~$ 14.00~~
~~Each additional motor~~	~~$ 5.35~~
~~Over 1 to 5 hp:~~	
~~First~~	~~$ 17.00~~
~~Each additional motor~~	~~$ 5.35~~
~~Over 5 to 10 hp:~~	
~~First~~	~~$ 23.10~~
~~Each additional motor~~	~~$ 10.15~~
~~Over 10 to 20 hp:~~	
~~First~~	~~$ 28.25~~
~~Each additional motor~~	~~$ 14.00~~
~~Over 20 to 30 hp:~~	
~~First~~	~~$ 32.50~~
~~Each additional motor~~	~~$ 17.00~~
~~Over 30 to 40 hp:~~	
~~First~~	~~$ 42.30~~
~~Each additional motor~~	~~$ 28.25~~
~~Over 40 to 50 hp:~~	
~~First~~	~~$ 50.15~~
~~Each additional motor~~	~~$ 36.30~~
~~Over 50 hp:~~	
~~First~~	~~$ 60.10~~
~~Each additional motor~~	~~$ 46.00~~

~~Parking lot lighting:~~

~~First pole~~	~~$ 10.15~~
~~Each additional~~	~~$ 5.35~~

~~Services (new or replacement, subservices, subpanels, submeters or meters for separate occupancies):~~

~~0 to 800 amp~~	~~$ 47.25~~
~~Over 800 amp~~	~~$ 69.00~~

~~Temporary service on structures for construction of temporary or permanent service:~~

~~0 to 800 amp~~	~~$ 47.25~~
~~Over 800 amp~~	~~$ 69.00~~

~~Circuits, fixtures, receptacles and equipment to be charged for under the circuit fixture and motor schedule:~~

~~Sign:~~

~~Fluorescent, each sign:~~

~~1 to 4 tubes~~	~~$ 14.00~~
~~Each additional 4 tubes or fraction thereof~~	~~$ 10.15~~

~~Incandescent, each sign $ 14.00~~
~~Neon, each sign:~~
~~First transformer $ 14.00~~
~~Each additional transformer $ 5.35~~
~~Swimming pools, annual inspection fees:~~
~~Includes 2 inspections $125.00~~
~~Fee must be paid before inspections will be performed.~~
~~Additional inspections will require payment of re-inspection fee.~~
~~Temporary wiring:~~
~~Tree sales, produce stands, fireworks stands, tent sales and other temporary non-amusement activities Base Fee~~
~~Carnivals, fairs, circuses, and other temporary amusement activities $160.00~~
~~Transformers and step-down transformers:~~
~~0 to 10 KVA $ 14.00~~
~~Each additional transformer within this range $ 10.15~~
~~Over 10 to 50 KVA $ 17.00~~
~~Each additional transformer within this range $ 14.00~~
~~Over 50 to 75 KVA $ 28.25~~
~~Each additional transformer within this range $ 23.00~~
~~Over 75 to 200 KVA $ 42.30~~
~~Each additional transformer within this range $ 32.50~~
~~Over 200 KVA $ 53.85~~
~~Each additional transformer within this range $ 45.60~~
~~Unit heaters $ 5.35~~
~~UPS System: Fee shall be the same as transformers by KVA rating.~~
~~Welders $ 6.00~~
~~X-ray machines $ 6.00~~

~~(7) *Household appliance permits:*~~

~~(A) *Household appliance fees:* Permanently wired or plumbed appliances may be installed in an existing dwelling using a household appliance permit, provided the capacity of the electrical panel or gas service is not exceeded and the electric circuitry, gas piping and plumbing is existing. A household appliance permit may also be used when a permit is required for the replacement of a listed appliance provided the above criteria are met.~~

~~PERMIT REQUIRED FOR NEW INSTALLATIONS ONLY~~

~~Air cleaner/filter~~
~~Air conditioning condensing unit~~
~~Bathtub~~
~~Clothes dryer, gas/electric~~
~~Dehumidifier~~
~~Dishwasher~~

~~Disposal~~
~~Fan, attic~~
~~Fan, ceiling~~
~~Fan, exhaust~~
~~Furnace, electric~~
~~Heat pump~~
~~Hose bib~~
~~Humidifier~~
~~Ice maker~~
~~Laundry tub~~
~~Lighting fixtures~~
~~Oven, gas/electric~~
~~Pressure reducing valve~~
~~Shower~~
~~Sink~~
~~Smoke detector (wired-in) - no fee~~
~~Solar energy equipment - no fee~~
~~Stove, gas/electric~~
~~Sump pump~~
~~Toilet~~
~~Trash compactor~~
~~Water heater, electric/gas/oil~~
~~Water treatment equipment~~

~~Permits are required for the replacement of the fixtures and appliances listed above if the installation requires a change to: 1) duct systems; 2) plumbing supply, drain, waste, or vent piping; 3) electrical circuits; 4) appliance vent systems; or 5) gas piping.~~

~~PERMITS REQUIRED FOR BOTH NEW AND REPLACEMENT INSTALLATIONS~~

~~Centralized air-conditioning systems~~
~~Clothes dryers, gas~~
~~Furnace, gas/oil~~
~~Gas logs~~
~~Gas/oil~~
~~Gas stove/heater~~
~~Oven, gas~~
~~Prefabricated chimney~~
~~Prefabricated fireplace~~
~~Water heater, gas/oil~~
~~Wood stove/heater~~

~~The base fee for a household appliance permit shall be $50.00, which includes the first appliance. Additional appliances may be added on the same permit for $11.75 each.~~

~~(B) *Contractors authorized to take out permits to install or replace appliances:* The following table indicates which contractors shall be authorized to obtain household appliance permits for the installation or replacement of appliances in the program:~~

~~Type of Equipment~~	~~Electrical~~	~~HVAC~~	~~Plumbing~~	~~Gas~~	~~HIC**~~
~~Air cleaner/filter, electrostatic~~	~~X~~	~~X~~			~~X~~
~~Air conditioning (central AC system)~~	~~X~~	~~X~~			
~~Air conditioning condensing unit~~	~~X~~	~~X~~			
~~Bathtub~~			~~X~~		
~~Clothes dryer, gas~~				~~X~~	
~~Dehumidifier~~	~~X~~	~~X~~			~~X~~
~~Dishwasher~~	~~X*~~		~~X~~		~~X~~
~~Disposal~~	~~X*~~		~~X~~		~~X~~
~~Fan, Attic~~	~~X~~	~~X~~			~~X~~
~~Fan, Ceiling~~	~~X~~				~~X~~
~~Fan, Exhaust~~	~~X~~	~~X~~			~~X~~
~~Furnace, electric~~	~~X~~	~~X~~			
~~Furnace, gas~~		~~X~~		~~X~~	
~~Furnace, oil~~		~~X~~		~~X~~	
~~Gas log~~				~~X~~	
~~Heat pump~~	~~X~~	~~X~~		~~X~~	
~~Hose bib, (outside faucet)~~			~~X~~		
~~Humidifier~~	~~X~~	~~X~~	~~X~~		
~~Ice maker~~			~~X~~		~~X~~
~~Laundry tub~~			~~X~~		~~X~~
~~Lighting fixtures~~	~~X~~				
~~Oven, electric~~	~~X~~				~~X~~
~~Oven, gas~~				~~X~~	~~X~~
~~Prefabricated chimney~~		~~X~~		~~X~~	
~~Prefabricated fireplace~~		~~X~~			
~~Pressure reducing valve~~			~~X~~		~~X~~
~~Shower~~			~~X~~		
~~Sink / lavatory~~			~~X~~		
~~Smoke detector (wired-in) - no fee~~	~~X~~				
~~Solar energy equipment - no fee~~	~~X~~	~~X~~	~~X~~		~~X~~
~~Stove, electric~~	~~X~~				~~X~~
~~Stove, gas~~				~~X~~	~~X~~
~~Sump pump~~	~~X*~~		~~X~~	~~X~~	
~~Trash compactor~~	~~X~~				~~X~~
~~Water closet (toilet)~~			~~X~~		~~X~~
~~Water heater, electric~~	~~X*~~	~~X~~	~~X~~		
~~Water heater, gas~~		~~X~~	~~X~~	~~X~~	
~~Water heater, oil~~		~~X~~	~~X*~~	~~X~~	
~~Water treatment equipment~~	~~X*~~		~~X~~		
~~Wood stove/heater~~		~~X~~			~~X~~

~~Other~~	~~***Manual Check By Technician***~~

~~X* Authorized for replacement only~~
~~HIC** State HIC classification (Not allowed by FFXHIC)~~

~~*(8) Amusement Devices*~~*:*

~~The permit fee for each amusement device or carnival ride shall be as follows:~~

~~Kiddie ride, per inspection $ 25.00~~

~~Kiddie ride - An amusement ride designed primarily for use by children up to twelve (12) years of age which requires simple reassembly procedures prior to operation and does not require complex inspections prior to operation. Kiddie rides include, but are not limited to: kiddie cars, mini-bumper cars, airplane swings, river canoes, and small merry-go-rounds.~~

~~Major ride, per inspection $ 35.00~~

~~Major ride - A flat or circular ride not classified as a spectacular ride or a kiddie ride, that may be inspected principally from the ground, i.e., within a height not greater than twenty (20) feet off the ground or loading platform. Major rides include, but are not limited to: "dark rides" (enclosed rides), astroliners, bumper cars, scramblers, spiders and tilt-a-whirls.~~

~~Spectacular ride, per inspection $ 55.00~~

~~Spectacular ride - A high ride, a flat ride, or a circular ride which, because of height, size, length, capacity, or complexity of assembly and operation, requires a greater amount of inspection effort than for kiddie rides and major rides. Spectacular rides include, but are not limited to: ferris wheels, flying bobs, himilayas, sky divers and roller coasters.~~

~~Roller coasters which exceed 30 feet in height $150.00~~

Board Agenda Item
December 2, 2014

5:00 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern

ADDENDUM

FAIRFAX COUNTY
BOARD OF SUPERVISORS
December 2, 2014

AGENDA
ADDENDUM

ACTION ITEMS

6	**Approved**	Authorization for Fairfax County to Enter into Various Agreements Related to Funding for Phase 2 of the Dulles Corridor Metrorail Project (Phase 2), Including Agreements with the United States Department of Transportation (USDOT) Relating to a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan

CONSIDERATION ITEMS

1	**Set aside the Planning Commission Approval; Approved FDP No. 2014-BR-007 Subject to Option B**	Appeal of Planning Commission Approval of FDP No. 2014-BR-007, Subject to Option A Only; NVR, Inc. (Braddock District)

INFORMATION ITEMS

3	**Reversed the Planning Commission Approval and Denied 2232-D13-9**	Planning Commission Action on Application 2232-D13-9, CWS VII, LLC & The Trustees of Andrew Chapel United Methodist Church (Dranesville District)

Board Agenda Item
December 2, 2014

ACTION – 6

Authorization for Fairfax County to Enter into Various Agreements Related to Funding for Phase 2 of the Dulles Corridor Metrorail Project (Phase 2), Including Agreements with the United States Department of Transportation (USDOT) Relating to a Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan

ISSUE:
Board adoption of the attached resolutions authorizing Fairfax County (County) to enter into agreements resulting in a TIFIA loan to the Economic Development Authority (EDA) to finance approximately $403.3 million of the County's share of the cost to construct Phase 2 of the Dulles Corridor Metrorail Project.

RECOMMENDATION:
The County Executive recommends adoption of the attached resolutions which collectively:

1. Authorize the execution and delivery of a TIFIA Loan Agreement by and among USDOT, the County, and the EDA in the approximate amount of $403.3 million including a moral obligation of the County to provide credit enhancement to the loan; County staff recommends $218.2 million of the loan to be repaid from the Dulles Rail Phase 2 Transportation Improvement District (Phase 2 District) and $185.1 million of the loan to be repaid from the County and Regional Transportation Projects Fund (C & I Fund), plus interest;
2. Authorize the execution and delivery of a Letter Agreement between USDOT and the County whereby the County agrees to construct, operate, and maintain the parking garages at the future Herndon and Innovation Center Metrorail stations;
3. Approve a form of a Trust Agreement between the EDA and a trustee;
4. Authorize the execution and delivery of a Support Agreement between the EDA and the County;
5. Authorize the execution and delivery of a Project Agreement by and between the County, the Phase 2 District, and the EDA; and
6. Authorize the execution and delivery of such other documents and agreements relating to these transactions as may be necessary or required.

TIMING:
Board action is requested on December 2, 2014 to meet USDOT's requirements to close on the TIFIA loan. The County currently anticipates closing on the TIFIA loan on December 16 and 17, 2014.

Board Agenda Item
December 2, 2014

BACKGROUND:
In July 2007, the County, Loudoun County (Loudoun), and the Metropolitan Washington Airports Authority (MWAA) (collectively, the Funding Partners) entered into an Agreement to fund the capital cost of construction of Metrorail in the Dulles Corridor (the Funding Agreement), which provides in general that the County, Loudoun, and MWAA (from funds other than Dulles Toll Road revenues) shall be responsible for 16.1%, 4.8%, and 4.1%, respectively, of the total capital cost of such construction, with the remaining 75% to be paid from tolls derived from the operation of the Dulles Toll Road, less contributions from other entities such as the Commonwealth of Virginia (Commonwealth) and the federal government.

In November 2011, in an effort to reduce the burden of the Phase 2 construction costs on Dulles Toll Road users, the Funding Partners, USDOT, the Commonwealth, and the Washington Metropolitan Area Transit Authority (WMATA) entered into a Memorandum of Agreement (MOA). Among other things, USDOT agreed to provide a credit subsidy for TIFIA loans to be made to the Funding Partners upon application and credit approval. TIFIA loans provide credit assistance to projects that are deemed of national and regional significance, and are highly competitive. The loans provide for a debt service repayment deferral option of up to five years after project completion, competitive interest rates, and flexible prepayment provisions of outstanding principal. The County and Loudoun in turn agreed to use their best efforts to seek additional funding sources (i.e., other than Funding Partner or Dulles Toll Road revenues) to pay the cost of certain features of Phase 2, like the parking garages to be located at certain Phase 2 Metrorail stations, including those within the County at the Herndon and Innovation Center stations.

In accordance with the invitation in the MOA for the Funding Partners to apply for TIFIA loans, the Funding Partners submitted a joint Letter of Interest (LOI) to USDOT requesting a $2.9 billion TIFIA loan for the Dulles Corridor Metrorail Project in October 2012. The Funding Partners' request was based on USDOT's updated criteria for a maximum 49% loan as a percent of the total project estimate of $5.9 billion for Phase 1 of the Dulles Corridor Metrorail Project (Phase 1) and Phase 2, and the respective Counties' agreement to use their best efforts to find other funding for the specified Phase 2 features. The TIFIA loan would allow MWAA to more effectively leverage Dulles Toll Road revenues and allow for a reduction in projected out-year toll rates while offering the counties a more flexible financing approach than the capital market.

In December 2012, USDOT notified the Funding Partners that a preliminary review of the LOI had been conducted on the request for $2.9 billion TIFIA loan. USDOT noted that the project would remain eligible for project funding, but at a maximum potential TIFIA loan amount not to exceed 33% of the total project estimate ($1.9 billion). This

update led to a series of discussions among staff of the Funding Partners on how to best allocate the revised $1.9 billion TIFIA loan amount. The goal was to achieve a balanced allocation of the TIFIA loan such that MWAA would be able to reduce forecasted tolls on the Dulles Toll Road, and also acknowledge the significant required contributions of the Counties.

The resulting staff consensus was that, of the total $1.9 billion TIFIA loan amount, MWAA would receive $1.3 billion (69%), Fairfax County would receive $403 million (21%), and Loudoun would receive $195 million (10%). This allocation was consistent with the objective of minimizing the impact on toll road users and fell within the $1.2-$1.4 billion range MWAA targeted in its financing plans. While the counties received smaller overall percentages of the $1.9 billion allocation, their allocations translate to approximately 45% of their respective total project costs which was a guiding principle in the group discussions. The staffs of each of the Funding Partners concluded that the goals of all parties were met by the proposed allocation of the TIFIA loan amount.

On May 7, 2013, County staff delivered a presentation on the TIFIA loan to the Board's Transportation Committee. The presentation included summary recommendations that were subsequently included as part of an Action Item approved by the Board on May 14, 2013. Both the presentation and the Action item described the two County funding sources proposed to be used to repay the TIFIA loan: the C & I Fund and the Phase 2 District.

On June 21, 2013, each of the Funding Partners provided a formal credit presentation to USDOT on the respective credits and loan structures proposed for repayment of the TIFIA loan. Following the credit presentation meeting, the County responded to a series of due diligence questions from USDOT and its financial advisors to provide background and details on the C & I Fund and the Phase 2 District. A negotiation in the Fall of 2013 resulted in term sheets for both the C & I Fund and the Phase 2 District that were intended to provide the basis for the legal documents required to close on the loan. The term sheets included provisions regarding key structural features of the loan such as the legal limitations on debt under Virginia's Constitution and State Code, maximum debt limits, provisions governing the setting of future tax rates, additional bond tests, financial policies governing the C & I Fund, debt service repayment dates, and mandatory prepayment provisions (applying only to the Phase 2 District).

Term sheet negotiations between USDOT and each of the Funding Partners concluded in early February 2014, resulting in a formal invitation to each Funding Partner to apply for a TIFIA loan on February 24, 2014. The County submitted its TIFIA application to USDOT reflecting the term sheet negotiations and the associated attachments on March 27, 2014. USDOT acknowledged receipt of a complete application on April 9, 2014. On May 9, 2014, USDOT formally approved each partner's TIFIA loan application, which completed the financial review and approval process for the Project,

and began the process of translating the negotiations into legal documents. The Funding Partners have since been coordinating with USDOT, their respective legal counsels, and financial advisors to work toward closing dates on their respective TIFIA loans.

The County's original proposal tied the repayment obligation of specific portions of the County's TIFIA Loan to either the C&I Fund or Phase 2 District revenues, subject to appropriation. However, in the course of the negotiations and legal discussions USDOT sought provisions which, in some cases, County staff believed would not be legal under applicable Virginia law or would be unduly burdensome and intrusive on the County.

Accordingly, County staff proposed a revised structure, which is reflected in the documents before the Board today. This structure reflects a single TIFIA loan of $403.3 million, for which the repayment obligation would be on the entire resources of the County (i.e., moral obligation), subject to appropriation by the Board. This change resulted in the particular source of repayment funds no longer being a matter covered in the Loan Agreement with USDOT. However, the proposed plan of finance within the Project Agreement (Attachment 5) between the County, EDA, and Phase 2 District provides that Phase 2 District revenues will be responsible for repaying $218.2 million of the total $403.3 million TIFIA loan and C & I Fund revenues will be used to pay back the remaining $185.1 million.

To close on the TIFIA loan, two credit rating agencies will need to assign public credit ratings on the loan. These ratings are anticipated during the week of December 8, 2014 and expected to be in the AA category.

Phase 2 District – $218.2 million repayment of the TIFIA Loan

The Phase 2 District will provide $330 million toward the County's contribution for construction of Phase 2 of the Silver Line project, per the terms of the landowners' petition. Of the total $403.3 million in the TIFIA loan, $185.1 million is allocated to the C & I Fund and the remaining balance of $218.2 million will be repaid from revenues generated by the Phase 2 District. Of the $330 million total available from the Phase 2 District, the balance of $111.8 million not allocated to the TIFIA loan, will be provided through either a public revenue bond sale or a cash contribution from accrued tax district collections.

Item	Amount
Phase 2 District	$330M
Less District Bond Sale / cash contribution (non-TIFIA)	$111.8M
Less TIFIA Loan to Phase 2 District	$218.2M
Net Balance	$0

The tax rate for the Phase 2 District, per the landowners' petition, was modeled on a ladder approach initially set at 5 cents per $100 of assessed value in FY 2011. The rate then increased by 5 cents per $100 of assessed value per fiscal year until reaching 20 cents per $100 of assessed value, effective FY 2014. The tax rate for FY 2015 remains at 20 cents per $100 of assessed value and will remain at that level until anticipated rail revenue service begins in 2018. TIFIA's debt service deferral payment option allows the Phase 2 District to accumulate growth in assessed value and tax collections for the duration of project construction and for five years after substantial completion. This approach mirrors the financing strategy used for the Phase 1 District, which contributed over $100 million in cash contributions, minimizing the amount of debt incurred to build Phase 1.

The projected annual debt service costs on a $218.2 million TIFIA loan allocation to the Phase 2 District is approximately $17.7 million, assuming current TIFIA interest rates. Per the terms of the Loan Agreement, principal amortization commences with level debt service payments beginning in FY 2024 and ending in FY 2046. This debt service will be repaid from the Phase 2 District revenues which are currently budgeted at $14.5 million in FY 2015, reflecting a tax rate of 20 cents per $100 of assessed value. Conservative forecasting of assessed values projects out-year revenue beginning in 2024 for the Phase 2 District to be in excess of $20 million, thereby adequately meeting the projected annual debt service costs.

As noted previously, USDOT is making a single loan of $403.3 million to the County pursuant to a single loan agreement. Consistent with the C & I Fund portion of the TIFIA loan (referenced in the following section), the County's moral obligation will apply to the Phase 2 District. Provided all debt service payments on $218.2 million of the TIFIA loan are paid out of the Phase 2 District, this will not affect the County's treatment of its 10% debt ratio limit as this limit is calculated from General Fund debt service obligations. A pro rata share of the debt service reserve fund for the TIFIA loan will be filled by existing Phase 2 District cash as draws occur on the TIFIA loan. When fully funded, the debt service reserve fund equates to the maximum annual debt service of $17.7 million, assuming current TIFIA interest rates. The reserve requirements will be made from the $43.4 million in existing cash accumulated via tax collections currently in the fund.

C & I Fund - $185.1 million repayment of the TIFIA Loan

The County's estimated share of the total baseline cost to construct the Dulles Corridor Metrorail Project will be $915.1 million. Per the terms of the respective petitions submitted to the Board of Supervisors by landowners to establish the Phase 2 District and the Phase 1 Dulles Rail Transportation Improvement District (Phase 1 District), tax revenues from those two districts together will cover $730 million of that cost, resulting in an estimated additional $185.1 million contribution needed from the County.

County Silver Line Estimated Baseline Cost	$915.1M
Less Phase 1 District – paid	($400M)
Less Phase 2 District	($330M)
Net to be paid from C & I Fund	$185.1M

The C & I Fund generates approximately $51 million annually based on the tax rate of 12.5 cents per $100 of assessed value levied on commercial and industrial properties in the County. Staff recommends this fund to cover the County's remaining $185.1 million contribution to the project after the $400 million from the Phase 1 District and after the $330 million contribution from the Phase 2 District. This fund is also in receipt of the County's annual Northern Virginia Transportation Authority (NVTA) 30% share of transportation funding, but none of the NVTA 30% funds will be used for repayment of the TIFIA loan. The use of the C & I Funds to support a portion of the Dulles Corridor Metrotrail Project was taken into account when the Board adopted its Six Year Transportation Priorities Plan on January 28, 2014. No projects in other areas of the County will be affected by this financing structure.

The projected annual debt service cost of $185.1 million is approximately $15 million, assuming current TIFIA interest rates. TIFIA's loan repayment structure provides for a deferral option on debt service payments during construction up to five years after substantial project completion. The project is expected to be substantially complete in 2018, and debt service payments would begin in 2023 (FY 2024). Per the terms of the loan agreement, TIFIA loan principal is amortized on a level debt service basis, beginning in FY 2024 and ending in FY 2046. Debt service would likely be required as early as FY 2014 for project costs if TIFIA funding was not available. The deferral option makes approximately $70 million in C & I funds available for other countywide projects, instead of debt service, over the FY 2014-2023 timeframe.

As part of initial loan agreement negotiations related to the C & I Fund, USDOT requested that all C & I tax collections be swept to a trustee twice annually as part of annual tax collections in July and December. The balance less the next debt service payment would then be returned to the County for ongoing transportation project requirements. This "flow of funds" provision was not acceptable to the County and presented legal challenges with the County's annual receipt of NVTA funding. To avoid burdensome restrictions on the use of the C & I Fund the County agreed to provide a moral obligation to enhance the entire TIFIA loan that would be structured in similar fashion to the County's moral obligation on the State Route 28 Highway Transportation Improvement District bonds. This moral obligation structure provides that shortfalls in a debt service reserve fund, if any, would be refilled by a General Fund appropriation. USDOT accepted the County's moral obligation as a significant credit enhancement, and thereby eliminated the legal and other problems with the flow of funds. Provided all debt service payments are made from the C & I Fund, this will not impact the County's treatment toward its 10% debt ratio limit as this limit is calculated from General Fund

debt service obligations. A pro rata share of the debt service reserve fund for the TIFIA loan will be filled by existing revenues available in the C & I Fund as draws occur on the TIFIA loan. Further, this funding will not displace any Board approved transportation projects. When fully funded, the debt service reserve fund equates to a maximum annual debt service of $15 million, assuming current TIFIA interest rates. Any unused portion of this debt service reserve will be returned to the C & I Fund when the TIFIA loan is repaid.

Phase 2 Fairfax County Parking Garages – Herndon and Innovation Center

The Letter Agreement between USDOT and the County (Attachment 4) sets forth the agreement between USDOT and the County regarding the County's construction of the parking garages at the Herndon and Innovation Center Metrorail Stations. Upon completion, the County would own, operate, and maintain the two parking garages. The County plan of finance for construction of the garages required coordination with WMATA to amend the existing surcharge agreement, which provides for surcharge revenues to be collected at Metrorail parking facilities in the County and then disbursed to the County.

The current parking fee at the existing Metrorail facilities in the County operated by WMATA is composed of two parts: (1) a base fee used to pay for operation and maintenance costs; (2) a surcharge that is used to pay the outstanding debt service on existing Metrorail parking facilities. Under the prior surcharge agreement, WMATA held the collected surcharge revenue and disbursed it upon the County's request. On October 23, 2014, the WMATA Board formally amended the surcharge agreement. On October 28, 2014, the Fairfax County Board then approved the amendments to the surcharge agreement which transferred custody of the surcharge revenues from WMATA to the County. In addition to the surcharge revenues, the County will receive all parking fees collected at the Herndon and Innovation Center Parking Garages.

The total current project estimate for the Herndon and Innovation Center Parking garages is $58,700,000 and $57,000,000, respectively. Design funding appropriated through the *FY 2014 Carryover Review* in the County and Regional Transportation Projects Fund (40010) for the Herndon Parking Garage (TF-000020) and Innovation Center Parking Garage (TF-000021) equates to $7,800,000 and $11,700,000, respectively. The balance of the total project estimate is recommended to be financed by EDA Parking System Revenue Bonds. Metrorail parking facility surcharge revenue and County parking fees will be used to pay debt service, operations, and maintenance on the two new parking garages. This credit structure is similar to a financing structure that was used to construct the County's Huntington, Vienna I, and Vienna II parking garages. Surcharge revenues were also used to partially fund Metrorail parking garages at the Franconia-Springfield and West Falls Church Metrorail Stations through cash payments. Under the current County timeline, the EDA Parking System Revenue

Bonds are anticipated to be sold in winter 2016 and construction completed in spring 2018.

Per the terms of the Letter Agreement with USDOT, the County agrees to complete the parking garages by the WMATA-announced start date of revenue service for Phase 2. If the County does not meet this deadline, it is required to prepay any drawn portion of the TIFIA loan plus accrued interest. In the unlikely event the County does not complete construction of the parking garages by the agreed-upon date, staff would recommend a public sale of bonds backed by the County and Regional Transportation Projects Fund (40010) to repay the TIFIA loan. The County timeline provides for the construction of the garages well in advance of Phase 2 revenue service and does not anticipate any mandatory prepayment of the TIFIA loan.

The Letter Agreement also provides for an uncontrollable force provision (i.e., force majeure) clause, whereby the County would not be held liable for any construction delay to either parking garage that was the result of certain circumstances beyond the control of the County, such as a natural disaster. Lastly, USDOT provided language in the letter agreement confirming that no TIFIA loan proceeds have or will be used for the parking garages. Thus, the parking garages have neither been selected nor designated a federally funded project. This provision was requested by the County to ensure the parking garages would not be subject to federal regulation and oversight, which could cause a significant increase to the cost of constructing the garages and jeopardize the County's current plan of finance and project schedule.

Approvals by the Phase 2 District Commission and the EDA

County staff provided an overview of the TIFIA loan to the Phase 2 District Advisory Board on August 26, 2014, and to the Phase 2 District Commission on November 25, 2014. The Phase 2 District Commission approved the form of Project Agreement (Attachment 5) by resolution, which memorializes the $330 million contribution as reflected in the landowners' petition to pay for Phase 2 costs of the Silver Line and the allocation of a share ($218.2 million) of the TIFIA loan repayment obligation to the Phase 2 District. The EDA is scheduled to meet on December 11, 2014 and will be asked to approve all the attached documents in this Board Action Item. Provided the Board takes the actions recommended herein by the County Executive, and the EDA acts on the attached documents on December 11, 2014, County staff will have all authorizations necessary to close on the TIFIA loan currently scheduled to occur on December 16 and 17, 2014.

FISCAL IMPACT:
The County will receive a single TIFIA loan with USDOT totaling $403.3 million. The Dulles Rail Phase II Transportation Improvement District Fund (40120) will provide

repayment of $218.2 million of the TIFIA loan with projected annual debt service payments of $17.7 million beginning in FY 2024 through FY 2046. The County and Regional Transportation Projects Fund (40010) will provide repayment of $185.1 million of the TIFIA loan with projected annual debt service payments of $15 million beginning in FY 2024 through FY 2046. The County is also required to pay $200,000 to USDOT for financial and legal review of its TIFIA loan to date. USDOT has noted that additional costs may be incurred up to the date of financial closing. These invoices will be paid out of the County's Consolidated Debt Service Fund (20000).

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Resolution to be adopted by the Board authorizing the County to enter into the Loan Agreement (Attachment 3), the Support Agreement (Attachment 7), and to approve the form of the Trust Agreement (Attachment 6)
Attachment 2: Timeline
Attachment 3: United States Department of Transportation TIFIA Loan Agreement
Attachment 4: United States Department of Transportation Letter Agreement
Attachment 5: Project Agreement
Attachment 6: Trust Agreement
Attachment 7: Support Agreement
Attachment 8: Proposed Resolution to be adopted by the Board authorizing the County to enter into the Letter Agreement (Attachment 4)
Attachment 9: Proposed Resolution to be adopted by the Board authorizing the County to enter into the Project Agreement (Attachment 5)

STAFF:
Edward L. Long, Jr., County Executive
Susan W. Datta, Chief Financial Officer
Robert Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Mark Canale, Dulles Rail Project Manager, Department of Transportation
James McGettrick, Office of the County Attorney
Patricia McCay, Office of the County Attorney
Joseph LaHait, Debt Coordinator, Department of Management and Budget
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, Department of Transportation

Attachment 1

RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS REVENUE BOND (SILVER LINE PHASE II PROJECT) SERIES 2014, APPROVING A FORM OF A TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FORM OF A SUPPORT AGREEMENT BETWEEN THE AUTHORITY AND THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF A FORM OF A LOAN AGREEMENT BY AND AMONG THE AUTHORITY, THE COUNTY AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the County has made an approximately $515,000,000 financial commitment (the "Commitment") for a portion of the cost of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (the "Phase II Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia and the Metropolitan Washington Airports Authority; and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement in part from amounts received by the Fairfax County Economic Development Authority ("EDA") from proceeds of a draw down loan (the "TIFIA Loan") provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 and all under the terms of a Loan Agreement by and among EDA, the County and USDOT (the "Loan Agreement"); and

WHEREAS, the Board has determined to approve the form of a trust agreement (the "Trust Agreement") between EDA and a trustee, that will provide for the issuance and security for a bond (the "Bond") to be designated "Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project), Series 2014", such bond to be executed and delivered to USDOT as evidence of EDA's obligation to repay the TIFIA Loan; and

WHEREAS, there has been presented to the Board a proposed Support Agreement (the "Support Agreement") between EDA and the County by the terms of which (i) EDA will advance the proceeds of the Bond in the form of TIFIA Loan advances and the County will agree to make County Payments (as defined in the Support Agreement) thereof, on the terms and condition therein set forth, sufficient to make (i) any principal and interest payments on the Bond, (ii) any payments required to replenish the debt service reserve fund established in the Trust Agreement and (iii) any related expense payments; and

WHEREAS, the Board has duly reviewed and considered the forms of the Loan Agreement, the Letter Agreement, the Trust Agreement and the Support Agreement and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the

County (each, a "Delegate") the power to approve the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. The TIFIA Loan is hereby approved, subject to the terms of the Loan Agreement and with an interest rate on its outstanding principal amount not to exceed 5.0%.

SECTION 2. EDA is hereby requested to authorize and issue the Bond in an aggregate principal amount up to $403,274,894 (excluding capitalized interest incurred pursuant to the Loan Agreement) for the purpose of financing a portion of the Phase II Project, as provided in the Trust Agreement; such Bond is requested to be executed and delivered by EDA to USDOT pursuant to the terms of the Loan Agreement and the Trust Agreement.

SECTION 3. The forms of the Trust Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the Bond and for the receipt, custody, pledge and application of Pledged Revenues (as defined in the Trust Agreement), is hereby approved in such form and containing substantially the terms and provisions therein set forth.

SECTION 4. The form of the Support Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Support Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Support Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 5. The form of the Loan Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County, if appropriate, be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Loan Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Loan Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 6. The execution and delivery by a Delegate of the Support Agreement and the Loan Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 7. The members, officers, legal counsel, agents and employees of the Board and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Bond, the Trust Agreement, the Support Agreement and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bond, the Trust Agreement, the Support Agreement and the Loan Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 8. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 9. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 10. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement.

SECTION 11. This Resolution shall take effect immediately upon its adoption.

Date	Item
July 26, 2014	Silver Line Phase 1 Passenger/Revenue Service
October 9, 2014	WMATA Finance and Administration Subcommittee amends Surcharge Agreement
October 23, 2014	WMATA Board amends Surcharge Agreement
October 28, 2014	Board of Supervisors authorizes advertisement of Public Hearing on parking garage plan of finance for 11/18/14 & Approves amendment to Surcharge Agreement with WMATA
November 18, 2014	Board of Supervisors holds public hearing to adopt parking garage plan of finance; Request for EDA adoption of bond resolution, approval of loan documents
November 25, 2014	Phase 2 Tax District Commission – approval of TIFIA Project Agreement
December 2, 2014	Board of Supervisors approval of TIFIA loan documents
December 3, 2014	Send TIFIA loan documents to EDA
December 10, 2014	Receive Bond Ratings on TIFIA loan
December 11, 2014	Special meeting of EDA to approval TIFIA loan documents
December 16 &17, 2014	Financial closing on TIFIA Loan

Attachment 3

UNITED STATES
DEPARTMENT OF TRANSPORTATION

TIFIA LOAN AGREEMENT

For Up to $403,274,894

With

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

And

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

For the

DULLES CORRIDOR METRORAIL PROJECT (TIFIA – 2014-1003A)

Dated as of December [__], 2014

ACTIVE 204200663v.3

Attachment 3

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SCHEDULE I – Project Budget

SCHEDULE 14(f) – Litigation (Borrower)

SCHEDULE 14(t) – Other Transactions (Borrower)

SCHEDULE 14A(f) – Litigation (Fairfax County)

SCHEDULE 14A(t) – Other Transactions (Fairfax County)

EXHIBIT A – Form of TIFIA Bond

EXHIBIT B – Anticipated TIFIA Loan Disbursement Schedule

EXHIBIT C – Non-Debarment Certification

EXHIBIT D – Requisition Procedures

EXHIBIT E – [Not Used]

EXHIBIT F – Phase 2 Funding Procedure

EXHIBIT G – TIFIA Debt Service

EXHIBIT H-1 – Form of Opinion of Counsel to Borrower

EXHIBIT H-2 – Form of Opinion of Bond Counsel

EXHIBIT H-3 – Form of Opinion of Counsel to Fairfax County

EXHIBIT I – Sections 502 and 503 of the Trust Agreement

EXHIBIT J – Form of Certificate of Trustee

Attachment 3

TIFIA LOAN AGREEMENT

THIS TIFIA LOAN AGREEMENT (this "**Agreement**"), dated as of December [__], 2014, is by and among **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "**State**"), with an address of 8300 Boone Boulevard, Vienna, Virginia 22182 (the "**Borrower**"), the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 ("**Fairfax County**"), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator (the "**Administrator**"), with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590 (the "**TIFIA Lender**").

RECITALS:

WHEREAS, the Congress of the United States of America has found that a well-developed system of transportation infrastructure is critical to the economic well-being, health and welfare of the people of the United States and, in furtherance thereof, has enacted the Transportation Infrastructure Finance and Innovation Act of 1998 ("**TIFIA**"), § 1501 *et seq*. of Public Law 105-178 (as amended by Public Law 105-206, Public Law 109-59 and Public Law 112-141) (the "**Act**"), as codified as 23 U.S.C. § 601 *et seq*.; and

WHEREAS, Section 603 of the Act authorizes the TIFIA Lender to enter into agreements with one or more obligors to make secured loans; and

WHEREAS, the Borrower, at the direction of Fairfax County, has requested that the TIFIA Lender make a secured loan to the Borrower, pursuant to the Act, in a principal amount not to exceed $403,274,894 (excluding capitalized interest) (the "**TIFIA Loan**") to be used to pay a portion of the Eligible Project Costs (as defined herein) related to Phase 2 (as defined herein) pursuant to the Borrower's application for TIFIA credit assistance dated March 27, 2014 (the "**Application**"); and

WHEREAS, on April 30, 2014, the Secretary (as defined herein) approved TIFIA credit assistance to the Borrower for the Project (as defined herein) in the form of a direct loan in an aggregate principal amount not to exceed $403,274,894; and

WHEREAS, the TIFIA Lender is prepared to extend credit upon the terms and conditions hereof;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the TIFIA Bond (as defined herein) in accordance with the terms and provisions hereof and thereof; and

WHEREAS, the TIFIA Lender has entered into this Agreement in reliance upon, among other things, the Base Case Projections (as defined herein) delivered by Fairfax County; and

WHEREAS, on August 20, 2014, the TIFIA Lender extended credit to MWAA (as defined herein) to support contributions to be made by MWAA towards Total Project Costs (as defined herein) for Phase 2 (defined herein), subject entirely to the terms and conditions of the MWAA TIFIA Loan Agreement (as defined herein); and

WHEREAS, on December [__], 2014, the TIFIA Lender extended credit to the Economic Development Authority of Loudoun County (as defined herein) to support contributions to be made by Loudoun County (as defined herein) towards Eligible Project Costs incurred for Phase 2, subject entirely to the terms and conditions of the Loudoun TIFIA Loan Agreement (as defined herein); and

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and among the Borrower, Fairfax County and the TIFIA Lender as follows:

SECTION 1. Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise defined in this Agreement. Any term used in this Agreement that is defined by reference to any other agreement shall continue to have the meaning specified in such agreement on the Effective Date, whether or not such agreement remains in effect.

"**2007 Funding Agreement**" means that certain Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor, dated as of July 19, 2007, among MWAA, Fairfax County and Loudoun County.

"**2011 MOA**" means that certain Memorandum of Agreement, executed in December 2011, among MWAA, the United States Department of Transportation, the State, Fairfax County, Loudoun County and WMATA.

"**Act**" means the Act as defined in the recitals hereto. In addition, the Act includes those sections of law which are codified in Title 23, United States Code.

"**Administrator**" has the meaning provided in the preamble hereto.

"**Agreement**" has the meaning provided in the preamble hereto.

"**Anticipated TIFIA Loan Disbursement Schedule**" means the schedule set forth as Exhibit B to this Agreement, reflecting the anticipated disbursement of proceeds of the TIFIA Loan, as such schedule may be amended from time to time pursuant to Section 4(d).

"**Application**" has the meaning provided in the recitals hereto.

"**Appropriated Funds**" means general revenues or other funds of Fairfax County, including amounts from the General Fund, that are budgeted, appropriated and made available by Fairfax County to the Borrower for the purpose of providing for the payment of amounts required to be paid by the Borrower under the Trust Agreement, the Support Agreement or this Agreement.

"**Bank Secrecy Act**" means the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder.

"**Bankruptcy Related Event**" means, with respect to any Borrower Related Party, (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of such Borrower Related Party or any of its debts, or of a substantial part of the assets thereof, under any Insolvency Laws, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for such Borrower Related Party or for a substantial part of the assets thereof and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; (b) such Person shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official therefor or for a substantial part of the assets thereof, (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, (iii) solely with respect to the Borrower, fail to make two (2) consecutive payments of TIFIA Debt Service required to have been paid pursuant to the provisions of Section 9, (iv) make a general assignment for the benefit of creditors, (v) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, (vi) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, (vii) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (vi), inclusive, of this clause (b), or (viii) take any action for the purpose of effecting any of the foregoing; (c) solely with respect to the Borrower, (i) the Trustee shall commence a process pursuant to which all or a substantial part of the Trust Estate may be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the TIFIA Bond, or (ii) the Trustee shall commence a process pursuant to which all or a substantial part of the Trust Estate may be sold or otherwise disposed of pursuant to a sale or disposition of such Trust Estate in lieu of foreclosure; or (d) solely with respect to the Borrower, the Trustee shall transfer, pursuant to directions issued by the Bond Owners, funds on deposit in any of the Funds upon the occurrence and during the continuation of an Event of Default under the Trust Agreement for application to the prepayment or repayment of any principal amount of the TIFIA Bond, other than in accordance with the provisions of the Trust Agreement.

"**Base Case Financial Model**" means a financial model prepared by Fairfax County forecasting (a) Appropriated Funds and (b)(i) the Required Percentage of expenditures for Phase 2 and (ii) Fairfax County's other funding obligations in respect of the Project pursuant to the Funding Agreements, in each case, for time periods through the final maturity of the TIFIA Loan and based upon assumptions and methodologies provided by Fairfax County and acceptable to the TIFIA Lender, and which shall be provided to the TIFIA Lender as a fully functional Microsoft Excel-based financial model.

"**Base Case Projections**" means the initial forecast, prepared as of the Effective Date using the Base Case Financial Model, for (a) Appropriated Funds and (b)(i) the Required Percentage of expenditures for Phase 2 and (ii) Fairfax County's other funding obligations in

respect of the Project pursuant to the Funding Agreements, in each case, for time periods through the final maturity of the TIFIA Loan and based upon assumptions and methodologies provided by Fairfax County and acceptable to the TIFIA Lender.

"**Board of Supervisors**" means the Board of Supervisors of Fairfax County, the governing body of Fairfax County, and its successors and assigns.

"**Bond Owner**" has the meaning provided in the Trust Agreement.

"**Borrower**" has the meaning provided in the preamble hereto.

"**Borrower Related Party**" means, individually or collectively, the Borrower and Fairfax County.

"**Borrower's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 26.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, Fairfax County, Baltimore, Maryland, or in the jurisdiction in which the corporate trust office of the Trustee is located.

"**Calculation Date**" means each April 1 and October 1 occurring after the Effective Date.

"**Calculation Period**" means a twelve (12) month period ending on a Calculation Date.

"**Capitalized Interest Period**" means the period from (and including) the Effective Date to (but excluding) the Debt Service Payment Commencement Date.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Construction Fund**" means the "Phase II Construction Fund" created and so designated by Section 401 of the Trust Agreement.

"**County Fiscal Year**" means (a) as of the Effective Date, a fiscal year of Fairfax County commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year or (b) such other fiscal year as Fairfax County may hereafter adopt with thirty (30) days' prior written notice to the TIFIA Lender.

"**County's Authorized Representative**" means any Person who shall be designated as such pursuant to Section 26.

"**CPI**" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted), or its successor, published by the Bureau of Labor Statistics, with, unless otherwise specified herein, January 2014 as the base period.

"**Credit Facility**" means a letter of credit, a line of credit, a guaranty or another credit- or liquidity-enhancement facility.

"**Debt Service Requirements**" means, for any County Fiscal Year, the aggregate of the Principal and Interest Requirements on the TIFIA Bond for such County Fiscal Year.

"**Debt Service Payment Commencement Date**" means October 1, 2023.

"**Debt Service Payment Period**" the period commencing on the Debt Service Payment Commencement Date and ending on the Final Maturity Date (or on such earlier date as the TIFIA Loan shall be paid in full).

"**Debt Service Fund**" means the "Debt Service Fund" created and so designated by Section 502 of the Trust Agreement.

"**Dedicated Revenues**" means (a) all Appropriated Funds and (b) all income derived from Investment Obligations held in any Fund.

"**Default Rate**" means an interest rate of 200 basis points above the TIFIA Interest Rate.

"**EDA Act**" means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, (and other applicable law), including the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 Code of Virginia of 1950, as amended.

"**Effective Date**" means the date of this Agreement.

"**Eligible Project Costs**" means amounts in the Project Budget (other than financing costs), substantially all of which are paid or incurred by or for the account of Fairfax County in connection with the Project, all of which shall arise from the following:

(a) development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;

(b) construction, reconstruction, rehabilitation, replacement, and acquisition of real property (including land related to the Project and improvements to land), environmental mitigation, construction contingencies, and acquisition of equipment; or

(c) capitalized interest necessary to meet market requirements, reasonably required reserve funds and other carrying costs during construction, but excluding any and all financing costs;

provided, however, that Eligible Project Costs must be consistent with 23 U.S.C. § 601 *et seq.*, 49 U.S.C. § 5302(3), the Standard Cost Categories (SCC) described in **Schedule I**, and all other applicable federal law. Eligible Project Costs do not include costs related to the Parking Facilities, including land acquisition, design or construction.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**ERISA Affiliate**" means, with respect to any Borrower Related Party, any trade or business (whether or not incorporated) that, together with such Borrower Related Party, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**Event of Default**" has the meaning provided in Section 20(a).

"**Event of Non-Appropriation**" has the meaning set forth in Section 41.

"**Fairfax County**" has the meaning provided in the preamble hereto.

"**Fairfax County Executive**" means the County Executive of Fairfax County, or any person succeeding to the principal function thereof.

"**Fairfax County Letter Agreement**" means that certain Letter Agreement, dated as of the date hereof, between Fairfax County and the TIFIA Lender.

"**FFY**" has the meaning provided in Section 29(a).

"**FHWA**" means the Federal Highway Administration, an agency of USDOT.

"**Final Maturity Date**" means April 1, 2046.

"**Financial Plan**" means the financial plan to be delivered within sixty (60) days after the Effective Date in accordance with Section 22(a) and any updates thereto required pursuant to Section 22(a).

"**Financial Statements**" has the meaning provided in Section 14A(q).

"**Fixed Level Payment**" has the meaning provided in Section 9(c)(ii).

"**FTA**" means the Federal Transit Administration, a modal agency of USDOT.

"**FTA Regional Office**" means Regional Office III of the FTA, located at 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124.

"**Funds**" means any of the Funds established in the Trust Agreement.

"**Funding Agreements**" means (a) the 2007 Funding Agreement, (b) the 2011 MOA and (e) the Phase 2 Funding Procedure.

"**GASB**" means generally accepted accounting principles for state and local governments, which are the uniform minimum standards of and guidelines for financial accounting and reporting prescribed by the Governmental Accounting Standards Board.

"**General Fund**" means the primary tax and operating fund for Fairfax County governmental activities used to account for all Fairfax County revenues and expenditures that are not accounted for in other funds and that are used for the general operating functions of Fairfax County agencies.

"**Government**" means the United States of America and its departments and agencies.

"**Governmental Authority**" means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America or its territories or possessions, including the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts "on behalf of" any of the foregoing, whether as an agency or authority of such body.

"**Hedging Transaction**" means any interest rate protection agreement, interest rate swap transaction, interest rate "cap", "collar" or "floor" transaction, interest rate future, interest rate option or other hedging arrangement.

"**Insolvency Laws**" means the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership or similar law now or hereafter in effect.

"**Investment Grade Rating**" means a public rating no lower than 'BBB-', 'Baa3' or the equivalent public rating from a Nationally Recognized Rating Agency.

"**Investment Obligations**" has the meaning provided in the Trust Agreement.

"**Lien**" means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, attachment, lien (statutory or other), charge or other security interest, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any sale-leaseback arrangement, any conditional sale or other title retention agreement. any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under applicable law.

"**Loan Amortization Schedule**" means the Loan Amortization Schedule reflected in the applicable column of **Exhibit G**, delivered pursuant to Section 9(f), as amended from time to time in accordance with Section 7, Section 9(c), Section 9(f) and Section 10(c).

"**Loudoun County**" means the county of Loudoun, Virginia, a political subdivision of the State.

"**Loudoun TIFIA Loan Agreement**" means the TIFIA Loan Agreement for up to $195,072,507, dated as of December [__], 2014, among the TIFIA Lender, the Economic Development Authority of Loudoun County and Loudoun County for the Dulles Corridor Metrorail Project (TIFIA - 2014-1006A).

"**MADS**" means, as of any date of calculation, the maximum amount of the Debt Service Requirements scheduled to become due in respect of the TIFIA Bond, in the aggregate, during the current or any future County Fiscal Year.

"**Material Adverse Effect**" means a material adverse change in (a) the Project (until care, custody and control for Phase 1 and Phase 2 have been irrevocably transferred to WMATA and neither Fairfax County nor the Borrower has any further material obligations in respect of the Project) or the Dedicated Revenues, (b) the business, operations, properties, condition (financial or otherwise) or prospects of any Borrower Related Party (other than any change that would not reasonably be expected to affect the ability of such Borrower Related Party to enter into or deliver, or perform or comply with its obligations under, any of the Related Document), (c) the legality, validity or enforceability of any material provision of any Related Document, (d) the ability of any Borrower Related Party to perform any of its material obligations under any Related Document to which it is a party, (e) the validity or priority of the Liens provided under the Trust Agreement Documents on the Trust Estate in favor of the Secured Parties or (f) the TIFIA Lender's rights or remedies available under any TIFIA Loan Document.

"**MWAA**" means Metropolitan Washington Airports Authority.

"**MWAA Indenture**" means the Master Indenture of Trust, dated as of August 1, 2009, by and between MWAA and the MWAA Trustee, securing Dulles Toll Road Revenue Bonds, as may be amended or supplemented.

"**MWAA TIFIA Loan Agreement**" means the TIFIA Loan Agreement for up to $1,278,000,000, dated as of August 20, 2014, between the TIFIA Lender and MWAA for the Dulles Corridor Metrorail Project (TIFIA – 2014-1002A).

"**MWAA Trustee**" means Manufacturers and Traders Trust Company, a New York banking corporation with trust powers, in its capacity as trustee for the MWAA bondholders under the MWAA Indenture, or any successor trustee appointed pursuant to the terms of the MWAA Indenture.

"**Nationally Recognized Rating Agency**" means Standard & Poor's Rating Group, Moody's Investors Service, Inc., Fitch Ratings or any other nationally recognized statistical rating organization identified as such by the Securities and Exchange Commission.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"**Organizational Documents**" means (a) the constitutional and statutory provisions that are the basis for the existence and authority of such Governmental Authority, including any statutes or ordinances establishing such Person, (b) the bylaws, code of regulations or other operating procedures or other constitutional documents that may have been adopted by such Person and (c) any other organic laws, statutes, public charters or constitutional documents by which such Person and its powers, securities, bonds, notes and other obligations, and its operations and procedures are governed or from which such powers are derived.

"**Outstanding TIFIA Loan Balance**" means the aggregate principal amount drawn by the Borrower and then outstanding (including capitalized interest) with respect to the TIFIA Loan, as determined in accordance with Section 7.

"**Parking Facilities**" means the two (2) parking structures to be constructed by Fairfax County, located at or adjacent to the new rail stations at Herndon and Innovation Center planned as part of Phase 2. The Parking Facilities, which are classified as "Concurrent Non-Project Activities" by the FTA, are not part of the Project and no proceeds from the TIFIA Loan or other federal sources will be used to fund the Parking Facilities.

"**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and all regulations promulgated thereunder.

"**Payment Default**" has the meaning set forth in Section 20(a)(i).

"**Payment Period**" means any period of six (6) months that ends on a Semi-Annual Payment Date, commencing with the six (6) month period ending on the Debt Service Payment Commencement Date.

"**Person**" means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority.

"**Phase 1**" means the design and construction of the initial 11.7 miles of the Project, known as the Silver Line, from a new junction with the existing Metrorail Orange Line just east of the West Falls Church Station through Tysons Corner to just west of Wiehle Avenue in Reston, VA. Phase 1 includes five new stations (McLean, Tysons Corner, Greensboro, Spring Hill, and Wiehle-Reston East), improvements to the existing West Falls Church Service and Inspection Yard, tail tracks beyond the Wiehle-Reston East Station and the procurement of sixty-four new railcars. The project scope also includes traction power substations, tie-breaker stations, a communication system, crossovers, Kiss & Ride facilities, entrance pavilions, pedestrian bridges, real estate acquisition, utility relocation, environmental mitigation, financing, startup and testing for revenue service, and other elements necessary to achieve Project implementation.

"**Phase 2**" means the design and construction of another 11.4 miles of the Silver Line from the end of the Phase 1 tail tracks in Fairfax County through the Dulles International Airport to Route 772 in Loudoun County. Included in Phase 2 are six new stations (Reston Town Center, Herndon, Innovation Center, Washington Dulles International Airport, Route 606, and Route 772), a new Service and Inspection Yard at Dulles International Airport, and the procurement of sixty-four new railcars. The project scope also includes traction power substations, tie-breaker stations, a communication system, crossovers, Kiss & Ride facilities, entrance pavilions, pedestrian bridges, real estate acquisition, utility relocation, environmental mitigation, startup and testing for revenue service, and other elements necessary to achieve Project implementation. Phase 2 does not include the Parking Facilities or the "Parking

Facilities" (as defined in the Loudoun TIFIA Loan Agreement), which garages are classified as "Concurrent Non-Project Activities" by the FTA.

"**Phase 2 Funding Procedure**" means that certain Phase 2 Funding Procedure, among MWAA, Fairfax County and Loudoun County, a form of which is attached as **Exhibit F**.

"**Principal and Interest Requirements**" has the meaning provided in the Trust Agreement.

"**Project**" means a 23.1-mile double-track heavy rail project in the Dulles Corridor of Northern Virginia. The corridor follows the alignment of the Dulles Connector Road to Route 123, south to Route 7, west to the Dulles International Airport Access Highway within Fairfax County, through Dulles International Airport, north to the Dulles Greenway, and west to Route 772 in Loudoun County. The Project has two phases of design and construction, Phase 1 and Phase 2, as defined herein. The Project also includes roadway modifications to Route 7 to reduce congestion and improve safety for motorists, including elimination of the service roads and provision of an additional (fourth) lane to accommodate both through and right-turning traffic into adjacent properties. The Project does not include the Parking Facilities or the "Parking Facilities" (as defined in the Loudoun TIFIA Loan Agreement), which garages are classified as "Concurrent Non-Project Activities" by the FTA.

"**Project Budget**" means the budget for the Project, reflecting an aggregate amount of Eligible Project Costs for Phase 1 totaling $2,905,695,293 and an aggregate amount of Eligible Project Costs for Phase 2 totaling $2,778,235,564, which budget is attached to this Agreement as **Schedule I** and shows a summary of all such Eligible Project Costs and the estimated sources and uses of funds for Phase 1 and Phase 2, as amended from time to time with the approval of the TIFIA Lender.

"**Project Construction Period**" means the period from the Effective Date through the Substantial Completion Date.

"**Project Development Default**" means MWAA fails to (a) diligently prosecute the work related to Phase 2 or (b) achieve Substantial Completion in accordance with the financial plan delivered by MWAA under the MWAA TIFIA Loan Agreement, as the same may be amended from time to time with the consent of the TIFIA Lender, and after giving effect to any extension by MWAA of the date for Substantial Completion with the consent of the TIFIA Lender.

"**Reimbursement Claims Package**" or "**RCP**" has the meaning provided in the Phase 2 Funding Procedure.

"**Related Documents**" means the Trust Agreement Documents and the TIFIA Loan Documents.

"**Required Percentage**" means such percentage of the total costs of Phase 2 required for Fairfax County to fund sixteen and one-tenth percent (16.1%) of the total costs of the Project.

"**Requisition**" has the meaning provided in Section 4(a).

"**Reserve Fund**" means the "Reserve Fund" created and so designated by Section 501 of the Trust Agreement.

"**Reserve Fund Deficiency**" means, at any time, the positive difference (if any) of (a) the Reserve Fund Requirement less (b) the amount then on deposit and available in the Reserve Fund.

"**Reserve Fund Requirement**" means as of any date of calculation, an amount of cash, securities or a combination thereof (which shall be required to be on deposit in the Reserve Fund in the form of Investment Obligations), equal to MADS.

"**Revised Financial Model**" means the Base Case Financial Model, as it may be updated from time to time pursuant to Section 22(a)(ii) or Section 23(b).

"**Secretary**" means the United States Secretary of Transportation.

"**Secured Parties**" means the Trustee and the TIFIA Lender.

"**Semi-Annual Payment Date**" means each April 1 and October 1 to occur on or after the Effective Date, or, if such date is not a Business Day, the next Business Day following such April 1 or October 1.

"**Series**" has the meaning provided in the Trust Agreement.

"**Servicer**" means such entity or entities as the TIFIA Lender shall designate from time-to-time to perform, or assist the TIFIA Lender in performing, certain duties hereunder.

"**State**" has the meaning provided in the preamble hereto.

"**Substantial Completion**" means the opening of Phase 2 to passenger traffic for public transportation, as such term is defined in 49 U.S.C. §5302(14).

"**Substantial Completion Date**" means the later of (a) January 31, 2019 and (b) such other date (if any) reflected in the most recently agreed update to the Financial Plan pursuant to Section 22(a)(iii), which date shall be the same date as reflected in the most recently agreed update to MWAA's Financial Plan.

"**Support Agreement**" means the Support Agreement, dated December [1], 2014, between Fairfax County and the Borrower, with respect to the Trust Agreement.

"**TIFIA**" has the meaning provided in the recitals hereto.

"**TIFIA Bond**" or "**Bond**" means the Bond delivered by the Borrower in accordance with the Trust Agreement in substantially the form attached hereto as **Exhibit A**.

"**TIFIA Debt Service**" means (a) with respect to any Semi-Annual Payment Date occurring on or after the Debt Service Payment Commencement Date, the entire amount of each

Fixed Level Payment required to be paid pursuant to Section 9(c)(ii) and (b) any other payments of principal of and interest on the TIFIA Bond required to be paid under this Agreement.

"**TIFIA Interest Rate**" has the meaning provided in Section 6.

"**TIFIA Lender**" has the meaning provided in the preamble hereto.

"**TIFIA Lender's Authorized Representative**" means the Administrator and any other Person who shall be designated as such pursuant to Section 27.

"**TIFIA Loan**" has the meaning provided in the recitals hereto.

"**TIFIA Loan Documents**" means this Agreement, the TIFIA Bond, the Fairfax County Letter Agreement and the Trust Agreement.

"**Total Project Costs**" means (a) the costs paid or incurred (to the extent paid, such costs shall be reimbursed to the Person who paid such costs) or to be paid or incurred by MWAA in connection with or incidental to the acquisition, design, construction and equipping, testing and start-up of the Project, including legal, administrative, engineering, planning, design, insurance and certain financing costs; (b) amounts, if any, required by the MWAA Indenture to be paid into any fund or account upon the incurrence of Senior Obligations (as defined in the MWAA Indenture); (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) on any indebtedness of MWAA (other than its TIFIA loan) incurred for the Project, including capitalized interest on such Senior Obligations; (d) costs of equipment and supplies and project management costs required by MWAA for the commencement of operation of the Project, including general administrative expenses and overhead of MWAA other than to the extent such amounts constitute direct or indirect costs unallowable to MWAA under 18 C.F.R. Part 18 and its contractors under 18 C.F.R. Part 31; and (e) the repayment of obligations incurred by MWAA, the proceeds of which obligations were used to pay items (a) through (d) of this definition.

"**Trust Agreement**" means that certain Trust Agreement, dated as of December 1, 2014, by and between the Borrower and the Trustee, Authorizing the Issuance of and Securing the Borrower's Revenue Bonds (Silver Line Phase II Project), Series 2014.

"**Trust Agreement Documents**" means the Trust Agreement, the Support Agreement and each other agreement, instrument and document executed and delivered pursuant to or in connection therewith, but shall not include the Fairfax County Letter Agreement.

"**Trust Estate**" has the meaning provided in the Trust Agreement.

"**Trustee**" means U.S. Bank National Association, in its capacity as trustee under the Trust Agreement, or any successor trustee appointed pursuant to the terms of the Trust Agreement.

"**Turnover Date**" means the fifth Business Day prior to each Semi-Annual Payment Date.

"**USDOT**" means the United States Department of Transportation.

"**VDOT**" means the Virginia Department of Transportation.

"**WMATA**" means the Washington Metropolitan Area Transit Authority, an interstate compact agency and a common agency and instrumentality of the District of Columbia, the State and the State of Maryland.

SECTION 2. "Interpretation. Unless the context shall otherwise require, the words "hereto", "herein", "hereof" and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Whenever the Borrower's knowledge is implicated in this Agreement or the phrase "to the Borrower's knowledge" or a similar phrase is used in this Agreement, the Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of the Borrower's knowledge after reasonable and diligent inquiry and investigation. Whenever Fairfax County's knowledge is implicated in this Agreement or the phrase "to Fairfax County's knowledge" or a similar phrase is used in this Agreement, Fairfax County's knowledge or such phrase(s) shall be interpreted to mean to the best of Fairfax County's knowledge after reasonable and diligent inquiry and investigation. Unless the context shall otherwise require, references to any Person shall be deemed to include such Person's successors and permitted assigns. Unless the context shall otherwise require, references to sections, subsections, schedules, exhibits, appendices and provisions are to the applicable sections, subsections, schedules, exhibits, appendices and provisions of this Agreement. The schedules and exhibits to this Agreement, and the appendices and schedules to such exhibits, are hereby incorporated by reference and made an integral part of this Agreement. The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof and hereof. Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 37 and signed by a duly authorized representative of such party.

SECTION 3. TIFIA Loan Amount. The principal amount of the TIFIA Loan (excluding any interest that is capitalized in accordance with the terms hereof) shall not exceed $403,274,894; provided, that in no event shall (a) the maximum principal amount of the TIFIA Loan disbursed by the TIFIA Lender, together with the amount (excluding any interest that is capitalized in accordance with the terms hereof) of any other credit assistance provided under the Act to (i) MWAA, under the MWAA TIFIA Loan Agreement, and (iii) Loudoun County and the Economic Development Authority of Loudoun County, under the Loudoun TIFIA Loan Agreement, exceed thirty-three percent (33%) of the total amount of the reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA

Lender or (b) the total federal assistance provided to the Project exceed eighty percent (80%) of Eligible Project Costs. TIFIA Loan proceeds shall be disbursed from time-to-time in accordance with Section 4.

SECTION 4. Disbursement Conditions.

(a) TIFIA Loan proceeds shall be disbursed solely to enable the Borrower, on behalf of Fairfax County, to reimburse MWAA for MWAA's prior incurrence, for the account of Fairfax County, of Eligible Project Costs in connection with Phase 2. Each disbursement of the TIFIA Loan shall be made pursuant to a requisition and certification (a "**Requisition**") in the form set forth in **Appendix One** to **Exhibit D**, along with all documentation and other information required thereby, submitted by Fairfax County (acting on behalf of the Borrower) to the TIFIA Lender and the FTA Regional Office, reviewed by the FTA Regional Office, and approved by the TIFIA Lender, all in accordance with the procedures of **Exhibit D** and subject to the requirements of this Section 4 and (i) with respect to the initial disbursement, the conditions set forth in Section 13(a) and Section 13(b), and (ii) with respect to each subsequent disbursement, the conditions set forth in Section 13(b); provided, however, that no disbursements of TIFIA Loan proceeds shall be made on or after the date that is one (1) year after the Substantial Completion Date.

(b) Fairfax County (acting on behalf of the Borrower) shall deliver copies of each Requisition signed by a County's Authorized Representative and a Borrower's Authorized Representative to the TIFIA Lender, the TIFIA Joint Program Office (HITJ), the Servicer (if any) and the FTA Regional Office on or before the first day of each month for which a disbursement is requested, or the next succeeding Business Day if such first day is not a Business Day. If the TIFIA Lender shall expressly approve a Requisition or shall not expressly deny a Requisition, disbursements of funds shall be made on the fifteenth (15th) day of the month for which a disbursement has been requested, or on the next succeeding Business Day if such fifteenth (15th) day is not a Business Day. Express TIFIA Lender approval or denial shall be substantially in the form annexed hereto as **Appendix Three** to **Exhibit D**. In no event shall disbursements be made more than once each month. At the time of any disbursement, the sum of all prior disbursements of TIFIA Loan proceeds and the disbursement then to be made shall not exceed the cumulative disbursements through the end of the then-current year set forth in the Anticipated TIFIA Loan Disbursement Schedule, as the same may be amended from time to time.

(c) All Eligible Project Costs requested to be reimbursed with TIFIA Loan proceeds pursuant to a Requisition shall be evidenced by invoices and records set forth in a Reimbursement Claims Package (i) compliant with the applicable requirements of the Phase 2 Funding Procedure, (ii) delivered by MWAA to the TIFIA Lender, the Servicer (if any) and the FTA Regional Office at least one (1) month prior to Fairfax County's submission of such Requisition, and (iii) subsequently expressly approved or not expressly denied by the TIFIA Lender pursuant to the MWAA TIFIA Loan Agreement.

(d) Fairfax County (acting on behalf of the Borrower) may amend the Anticipated TIFIA Loan Disbursement Schedule by submitting a revised version thereof to the Borrower, the TIFIA Lender and the FTA Regional Office no later than thirty (30) days prior to

the proposed effective date thereof, together with a detailed explanation of the reasons for such revisions. Such revised Anticipated TIFIA Loan Disbursement Schedule shall become effective upon the TIFIA Lender's approval thereof, which approval shall be granted in the TIFIA Lender's sole discretion.

(e) As a condition to each disbursement of the TIFIA Loan, Fairfax County or the Borrower, or MWAA (acting on behalf of Fairfax County or the Borrower), shall provide to the TIFIA Lender evidence satisfactory to the TIFIA Lender that, as of any such TIFIA Loan disbursement, (i) the cumulative amount of TIFIA Loan disbursements (including such disbursement), when combined with the cumulative amount of loan disbursements made to (A) MWAA, under the MWAA TIFIA Loan Agreement, and (B) Loudoun County and the Economic Development Authority of Loudoun County, under the Loudoun TIFIA Loan Agreement, shall not exceed thirty-three percent (33%) of the total amount of the reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA Lender and (ii) the total federal assistance provided to the Project shall not exceed eighty percent (80%) of Eligible Project Costs.

SECTION 5. Term. The term of the TIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier or later date as all amounts due or to become due to the TIFIA Lender hereunder have been paid.

SECTION 6. Interest Rate. The interest rate with respect to the TIFIA Loan (the "**TIFIA Interest Rate**") shall be [__] percent ([__]%) per annum. Interest will be computed on the Outstanding TIFIA Loan Balance (as well as on any past due interest) from time-to-time on the basis of a 365-day or 366-day year, as appropriate, for the actual number of days elapsed and will be compounded semi-annually as set forth in Section 9(b); provided, however, that, in the event of a Payment Default, the Borrower shall pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

SECTION 7. Outstanding TIFIA Loan Balance and Revisions to Exhibit G and the Loan Amortization Schedule. The Outstanding TIFIA Loan Balance will be (a) increased on each occasion on which the TIFIA Lender shall disburse loan proceeds hereunder, by the amount of such disbursement of loan proceeds; (b) increased prior to the Debt Service Payment Commencement Date on each occasion on which interest on the TIFIA Loan is capitalized pursuant to the provisions of Section 9(b) hereof, by the amount of interest so capitalized; and (c) decreased upon each payment or prepayment of the principal amount of the TIFIA Loan, by the amount of principal so paid. The TIFIA Lender may in its discretion at any time and from time-to-time, or when so requested by Fairfax County, advise Fairfax County and the Borrower by written notice of the amount of the Outstanding TIFIA Loan Balance as of the date of such notice, and its determination of such amount in any such notice shall be deemed conclusive absent manifest error. Upon any determination of the Outstanding TIFIA Loan Balance, the TIFIA Lender may, but shall not be obligated to, make applicable revisions to **Exhibit G** pursuant to Section 9 and in such event shall provide Fairfax County and the Borrower with a copy of such **Exhibit G** as revised, but no failure to provide or delay in providing Fairfax County or the Borrower with such copy shall affect any of the obligations of Fairfax County or the Borrower under this Agreement or the other TIFIA Loan Documents. The Loan Amortization

Schedule reflected in **Exhibit G** as of the Effective Date has been determined based on the Anticipated TIFIA Loan Disbursement Schedule in effect on the Effective Date.

SECTION 8. Security and Priority; Flow of Funds.

(a) The TIFIA Loan is evidenced by the TIFIA Bond. As security for the TIFIA Loan, the Borrower shall pledge, assign and grant, or shall cause to be pledged, assigned and granted, to the Trustee, a Lien on the Trust Estate in accordance with the provisions of the Trust Agreement. The TIFIA Bond shall be a first priority Bond secured by the Lien on the Trust Estate. Other than the TIFIA Bond, neither the Borrower nor Fairfax County shall issue any indebtedness under the Trust Agreement or otherwise secured by the Trust Estate.

(b) Except for Liens (i) created by the Trust Agreement for the benefit of the TIFIA Lender or the Trustee or (ii) as may arise by operation of law, the Trust Estate will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto, prior to, or of equal rank with, the pledge of the Borrower created under the Trust Agreement, and all action on the part of the Borrower or Fairfax County to that end has been duly and validly taken.

(c) Neither the Borrower nor Fairfax County shall use Dedicated Revenues to make any payments or satisfy any obligations other than in accordance with the provisions of this Section 8 and the Trust Agreement and shall not apply any portion of the Dedicated Revenues in contravention of this Agreement or the Trust Agreement Documents.

(d) The Trust Agreement provides that all Dedicated Revenues shall be deposited in the Debt Service Fund or the Reserve Fund and applied in the order of priority and in accordance with the requirements specified in Sections 502 and 503 of the Trust Agreement, a copy of which is set forth in **Exhibit I**.

(e) Notwithstanding anything to the contrary hereunder, but without limiting the obligations of the Borrower and Fairfax County to deposit Dedicated Revenues in the Debt Service Fund or the Reserve Fund, the payment obligations of the Borrower under this Agreement and the Trust Agreement are solely payable from amounts on deposit with the Trustee under the Trust Agreement.

SECTION 9. Payment of Principal and Interest.

(a) Payment Dates. The Borrower agrees to pay the principal of and interest on the TIFIA Loan by making payments in accordance with the provisions of this Agreement and the Trust Agreement on each Semi-Annual Payment Date occurring on or after the Debt Service Payment Commencement Date and on each other date (including the Final Maturity Date) on which payment thereof is required to be made hereunder. Any payment of the TIFIA Bond shall be treated as a payment of the TIFIA Loan, and any prepayment of the TIFIA Loan shall be treated as a redemption of the TIFIA Bond.

(b) Capitalized Interest Period. Except for mandatory prepayments required by Section 10(a), no payment of the principal of or interest on the TIFIA Loan is required to be made during the Capitalized Interest Period. On each April 1 and October 1 occurring during the Capitalized Interest Period, interest accrued on the TIFIA Loan in the six (6) month period (or, in

the case of the initial Capitalized Interest Period, such shorter period commencing upon the Effective Date) ending immediately prior to such date, shall be capitalized and added to the Outstanding TIFIA Loan Balance. Within thirty (30) days after the end of the Capitalized Interest Period, the TIFIA Lender shall give written notice to the Trustee, the Borrower and Fairfax County stating the Outstanding TIFIA Loan Balance as of the close of business on the last day of the Capitalized Interest Period, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Trustee, the Borrower or Fairfax County hereunder or under any of the other TIFIA Loan Documents.

(c) Payment of TIFIA Debt Service.

(i) Except for mandatory prepayments required by Section 10(a), on each Semi-Annual Payment Date (if any) occurring prior to the Debt Service Payment Commencement Date, the Borrower shall have no obligation to pay TIFIA Debt Service.

(ii) On each Semi-Annual Payment Date occurring during the Debt Service Payment Period, the Borrower shall make level payments of principal and interest (each a "**Fixed Level Payment**"), each of which payments shall be approximately equal in amount. The amount of the Fixed Level Payment shall be calculated as of the Debt Service Payment Commencement Date in such manner that the Outstanding TIFIA Loan Balance as of such date shall be reduced to $0 on the Final Maturity Date (assuming that interest accrues during such period on the principal balance of such TIFIA Loan at the rate per annum set forth in Section 6 in the absence of an Event of Default, that all Fixed Level Payments are made in a timely manner during such period, and that no additional payments of principal of or interest on the TIFIA Loan are made during such period). Within thirty (30) days prior to the beginning of the Debt Service Payment Period, the TIFIA Lender shall provide the Trustee, the Borrower and Fairfax County with a revised copy of **Exhibit G**, which revision shall be deemed conclusive absent manifest error, but no failure to provide or delay in providing the Trustee, the Borrower or Fairfax County with such copy shall affect any of the obligations of the Borrower or Fairfax County under this Agreement or the other TIFIA Loan Documents.

(iii) To the extent that any prepayments of the TIFIA Loan shall be made after the Debt Service Payment Commencement Date in addition to TIFIA Debt Service payments, such prepayments shall be applied to the remaining Outstanding TIFIA Loan Balance and the resulting TIFIA Debt Service payments shall be recalculated as provided in Section 10(c) and reflected in a revised **Exhibit G**. On or before the second Business Day after the fifteenth (15th) day of the month before each Semi-Annual Payment Date until the Borrower has paid all principal of and interest on the TIFIA Loan in full, the TIFIA Lender shall use commercially reasonable efforts to provide the Trustee, the Borrower and Fairfax County with such revised copy of **Exhibit G**, which revision shall be deemed conclusive absent manifest error, but no failure to provide or delay in providing

the Trustee, the Borrower or Fairfax County with such copy shall affect any of the obligations of the Trustee, the Borrower or Fairfax County under this Agreement or the other TIFIA Loan Documents; provided that, if the TIFIA Lender fails to timely deliver such revised copy pursuant to this Section 9(ii)(c), the Borrower may deliver by written notice to the TIFIA Lender, no later than ten (10) Business Days prior to the next Semi-Annual Payment Date, the Borrower's good faith calculation of the amount of principal and interest on the TIFIA Loan payable on such Semi-Annual Payment Date, which calculation shall be deemed accepted by the TIFIA Lender unless it has delivered to the Borrower and Fairfax County a revised copy of **Exhibit G** no later than five (5) Business Days following such notice.

(d) Manner of Payment. Payments under this Agreement and the TIFIA Bond shall be made by wire transfer on or before each Semi-Annual Payment Date in immediately available funds in accordance with payment instructions provided by the TIFIA Lender's Authorized Representative pursuant to Section 37, as modified in writing from time-to-time by the TIFIA Lender's Authorized Representative. The Borrower, at the direction of Fairfax County, may make any such payment or portion thereof (or direct the Trustee to make such payment) with funds then on deposit in the Debt Service Fund.

(e) Final Maturity Date. Notwithstanding anything herein to the contrary, the Outstanding TIFIA Loan Balance and any accrued interest thereon shall be due and payable in full on the Final Maturity Date (or on any earlier date on which the maturity of the TIFIA Loan shall be accelerated, to the extent permitted pursuant to the Trust Agreement or otherwise, pursuant to the provisions of Section 20).

(f) TIFIA Bond; Adjustments to Loan Amortization Schedule. As evidence of the Borrower's obligation to repay the TIFIA Loan, the Borrower shall issue and deliver to the TIFIA Lender, on or prior to the Effective Date, the TIFIA Bond substantially in the form of **Exhibit A**, having a maximum principal amount (excluding capitalized interest) of $403,274,894 (subject to increase or decrease as herein provided) and bearing interest at the rate set forth in Section 6. The TIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit G** from time to time accordance with Section 7 to reflect (i) the amount of each disbursement made under this Agreement, (ii) any capitalization of interest as provided in Section 7, (iii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower under this Agreement, (iv) each repayment or prepayment in respect of the principal amount of the TIFIA Loan and (v) such other information as the TIFIA Lender may determine is necessary for administering the TIFIA Loan and this Agreement. Absent manifest error, the TIFIA Lender's determination of such matters as set forth in **Exhibit G** shall be conclusive evidence thereof; provided, however, that neither failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower's or Fairfax County's obligations hereunder or under any other TIFIA Loan Document.

(g) No Defeasance. Anything to the contrary in any Trust Agreement Document notwithstanding, the TIFIA Loan (as represented by the TIFIA Bond) shall not be subject to defeasance and no amounts in respect of the TIFIA Loan shall be considered or deemed to have been paid until the TIFIA Lender shall have received irrevocable payment in

immediately available funds in accordance with the requirements for payment set forth in this Agreement.

SECTION 10. Prepayment.

(a) Mandatory. Fairfax County shall cause the Borrower to prepay the TIFIA Loan, without penalty or premium:

(i) no later than five (5) Business Days following the determination thereof by MWAA that the total amount of actual invoiced Eligible Project Costs were less than projected Eligible Project Costs included in the Base Case Projections, which determination shall be made no later than the first (1st) anniversary of the Substantial Completion Date, in an amount equal to the product of (A) 7.095% multiplied by (B) an amount equal to the positive difference, if any, between (1) projected Eligible Project Costs included in the Base Case Projections less (2) the total amount of actual invoiced Eligible Project Costs; and

(ii) as and when required pursuant to Section 2.1(b) of the Fairfax County Letter Agreement.

Each prepayment pursuant to this Section 10(a) shall be accompanied by a certificate signed by the Borrower's Authorized Representative identifying the provision of this Agreement pursuant to which such prepayment is being made and containing a calculation in reasonable detail of the amount of such prepayment, distinct from any other amounts paid on such date.

(b) Optional. At the direction of Fairfax County, the Borrower may prepay the TIFIA Loan by redeeming the TIFIA Bond in whole or in part (and, if in part, the amounts thereof to be prepaid shall be determined by Fairfax County; provided, however, that such prepayments shall be in principal amounts of at least $1,000,000 or any integral multiple of $1 in excess thereof), at any time or from time-to-time, without penalty or premium, by paying to the TIFIA Lender such principal amount of the TIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment of the TIFIA Loan shall be made on such date and in such principal amount as shall be specified by the Borrower (or by Fairfax County, acting on behalf of the Borrower) in a written notice delivered to the TIFIA Lender. In the case of any prepayment, such written notice shall be delivered to the TIFIA Lender not less than ten (10) days or more than thirty (30) days prior to the date set for prepayment. Such notice shall be irrevocable and shall bind the Borrower to make such prepayment in accordance with such notice; provided, however, that, in the event that Fairfax County certifies to the TIFIA Lender that the source of such prepayment is the proceeds of a borrowing by either the Borrower or Fairfax County, such optional notice of prepayment shall be deemed conditional in that it is subject to the timely closing of such borrowing and should the borrowing for any reason not close on or before the date fixed for such prepayment, such notice of optional prepayment shall be deemed withdrawn and of no effect.

(c) General. Notice having been given as provided in Section 10(b), the principal amount of the TIFIA Loan stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with

interest accrued and unpaid to the prepayment date on the principal amount then being prepaid. In case the entire unpaid balance of the principal of the TIFIA Bond is to be prepaid, the amount of principal and interest due and payable as a result of a mandatory or optional prepayment shall be paid upon presentation and surrender of such TIFIA Bond by the TIFIA Lender to the Trustee under the Trust Agreement. In case only part of the unpaid balance of principal of such TIFIA Bond is to be prepaid, the TIFIA Lender may make a notation on **Exhibit G** indicating the amount of principal of and interest on such TIFIA Bond then being prepaid. Upon a partial prepayment of the principal of the TIFIA Loan, the remaining debt service payments hereunder will be recalculated such that each such payment shall be approximately equal in amount and sufficient to amortize the remaining Outstanding TIFIA Loan Balance at the TIFIA Interest Rate over the period ending by no later than the Final Maturity Date and the resulting debt service payments will be reflected in a revised **Exhibit G**. For purposes of such recalculation, the amount of the prepayment shall be applied to each remaining principal payment in such manner that the Outstanding TIFIA Loan Balance as of the date of such prepayment (after giving effect to such prepayment) shall be reduced to $0 on the Final Maturity Date (assuming that interest accrues during such period on the principal balance of such TIFIA Loan at the rate per annum set forth in Section 6 in the absence of an Event of Default, that all Fixed Level Payments are made in a timely manner during such period, and that no additional payments of principal of or interest on the TIFIA Loan are made during such period). If said monies shall not have been so paid on the prepayment date, such principal amount of such TIFIA Bond shall continue to bear interest until payment thereof at the rate provided for in Section 6. Upon a prepayment of the entire unpaid balance of the principal of the TIFIA Bond, if said monies have been paid by the Borrower, but the TIFIA Lender has not surrendered the TIFIA Bond to the Trustee, interest shall nonetheless cease to accrue on the outstanding principal amount of the TIFIA Bond as of the date of such prepayment.

SECTION 11. [Reserved].

SECTION 12. Compliance with Laws. The FTA Regional Office has oversight responsibility for ensuring compliance with all applicable provisions of federal law with respect to the Project and for Project oversight activities. Each of the Borrower and Fairfax County agrees to cooperate with the FTA Regional Office in connection with the performance of its activities related to such responsibility; provided, however, that this Section 12 shall not apply in any respect to the Parking Facilities.

SECTION 13. Conditions Precedent.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective, the TIFIA Lender shall have no obligations hereunder and the TIFIA Lender shall not make the initial disbursement of loan proceeds to the Borrower until each of the following conditions precedent shall have been satisfied or waived in writing by the TIFIA Lender:

(i) Each of the Borrower and Fairfax County shall have duly executed, and the Borrower shall have delivered to the TIFIA Lender, this Agreement and the TIFIA Bond (together with a certificate of authentication

executed by the Trustee), each in form and substance satisfactory to the TIFIA Lender and executed by any other parties thereto.

(ii) The TIFIA Lender and Fairfax County shall have executed and delivered the Fairfax County Letter Agreement.

(iii) The Borrower shall have delivered to the TIFIA Lender certified, complete and fully executed copies of each Trust Agreement Document, together with any amendments, waivers or modifications thereto executed on or prior to the Effective Date, and each such Trust Agreement Document shall be in full force and effect, and in form and substance satisfactory to the TIFIA Lender, and all conditions contained in such documents to the closing of the transactions contemplated thereby shall have been fulfilled or effectively waived (provided, that for purposes of this Section 13(a)(iii), any such waiver shall be subject to the TIFIA Lender's consent in its sole discretion).

(iv) Counsel to the Borrower, bond counsel to the Borrower and counsel to Fairfax County, in each case, shall have rendered to the TIFIA Lender an opinion letter, satisfactory to the TIFIA Lender in its sole discretion, that includes opinions substantially in the form of those opinions set forth on **Exhibit H-1**, **Exhibit H-2** and **Exhibit H-3**, respectively.

(v) The Borrower or Fairfax County shall have delivered to the TIFIA Lender a duly executed certificate from the Trustee in the form attached hereto as **Exhibit J**.

(vi) (A) The Borrower shall have provided to the TIFIA Lender, in the form attached hereto as **Exhibit C**, a certificate executed by the Borrower's Authorized Representative as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters with respect to the Borrower and its principals (as defined in 2 C.F.R. § 180.995); and (B) Fairfax County shall have provided to the TIFIA Lender, in the form attached hereto as **Exhibit C**, a certificate executed by an authorized representative of Fairfax County as to the absence of debarment, suspension or voluntary exclusion from participation in Government contracts, procurement and non-procurement matters with respect to Fairfax County and its principals (as defined in 2 C.F.R. § 180.995).

(vii) The Borrower or Fairfax County shall have provided evidence to the TIFIA Lender's satisfaction, no more than thirty (30), but no less than fourteen (14), days prior to the Effective Date, of the assignment by at least two (2) Nationally Recognized Rating Agencies of an Investment Grade Rating on the TIFIA Bond.

(viii) (A) The Borrower shall have delivered to the TIFIA Lender a certificate executed by an authorized representative of the Borrower (1) as to the satisfaction of the conditions precedent set forth in this Section 13(a), (2)

designating the Borrower's Authorized Representative and (3) confirming such person's position and incumbency and (B) Fairfax County shall have delivered to the TIFIA Lender a certificate executed by an authorized representative of Fairfax County (1) as to the satisfaction of certain conditions precedent set forth in this Section 13(a), (2) designating the County's Authorized Representative and (3) confirming such person's position and incumbency.

(ix) Fairfax County shall have demonstrated to the TIFIA Lender's satisfaction that the funds forecasted to be available to Fairfax County under the Base Case Financial Model will be sufficient to fund the Required Percentage of the total funds required to complete Phase 2.

(x) The Borrower shall have provided evidence to the TIFIA Lender's satisfaction that (A) Fairfax County has requested that the Borrower issue indebtedness for the purpose of funding up to $403,274,894 in Project costs for Phase 2 and (B) the governing body of the Borrower has duly authorized the Borrower to issue bonds to finance up to $403,274,894 in Project costs for Phase 2.

(xi) Fairfax County shall have delivered to the TIFIA Lender a certified Base Case Financial Model acceptable to the TIFIA Lender on or prior to the Effective Date demonstrating that the projected Dedicated Revenues shall be sufficient to meet the Loan Amortization Schedule.

(xii) Fairfax County shall have paid in full all invoices delivered by the TIFIA Lender to the Borrower prior to the Effective Date for the reasonable fees and expenses of the TIFIA Lender's counsel and financial advisors and any auditors or other consultants employed by the TIFIA Lender for the purposes hereof.

(xiii) The TIFIA Lender shall have delivered its initial TIFIA Lender's Authorized Representative certificate.

(xiv) The Borrower and Fairfax County shall have delivered such other agreements, documents, instruments, opinions and other items required by the TIFIA Lender, all in form and substance satisfactory to the TIFIA Lender, including evidence that all other funding requirements of the Borrower and Fairfax County for the Project have been met (including evidence of other funding sources or funding commitments).

(xv) Each of the Borrower and Fairfax County shall have obtained a Data Universal Number System number, a number from the Federal System for Award Management (formerly the federal Central Contractor Registry), and a Federal Employer Identification Number.

(xvi) The Borrower and Fairfax County shall have provided to the TIFIA Lender evidence that it is duly organized and validly existing under the

laws of the State, with full power, authority and legal right to own its properties and carry on its business and governmental functions as now conducted, including (A) a copy of the Organizational Documents of the Borrower, as in effect on the Effective Date and certified by the Borrower's Authorized Representative, which Organizational Documents shall have not been amended since the date of the last amendment thereto shown on the certificate and (B) a copy of all resolutions authorizing each of the Borrower and Fairfax County, respectively, to execute and deliver, and to perform its obligations under, the TIFIA Loan Documents to which it is a party, in each case certified by a Borrower's Authorized Representative or a County's Authorized Representative, as applicable.

(xvii) The representations and warranties of each of the Borrower and Fairfax County set forth in this Agreement (including Section 14 and Section 14A) and in each other Related Document shall be true and correct as of the Effective Date and as of the date of the initial disbursement of the TIFIA Loan, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(xviii) The Borrower and Fairfax County shall have delivered written evidence, in form and substance satisfactory to the TIFIA Lender, verifying the Borrower's legal and organizational authority to utilize general revenues of Fairfax County in an amount sufficient to pay for the Required Percentage of the total costs of the Project reflected in the Project Budget and demonstrating that such funds (A) excluding any amounts available to the Borrower under this Agreement, equal or exceed an amount equal to $111,837,974 (in the aggregate) and (B) will be available to Fairfax County as and when needed to pay for the total costs of the Project reflected in the Project Budget in accordance with the Financial Plan.

(b) Notwithstanding anything in this Agreement to the contrary, the TIFIA Lender shall have no obligation to make any disbursement of loan proceeds to the Borrower (including the initial disbursement hereunder) until each of the following conditions precedent has been satisfied or waived in writing by the TIFIA Lender:

(i) Each of the conditions precedent set forth in Section 13(a) shall have been satisfied or waived in writing by the TIFIA Lender, as of the Effective Date.

(ii) Fairfax County shall have provided to the TIFIA Lender evidence satisfactory to the TIFIA Lender (which may be based on information provided by MWAA) that, as of such TIFIA Loan disbursement, (A) the cumulative amount of TIFIA Loan disbursements (including such disbursement), when combined with the cumulative amount of TIFIA Loan disbursements made to (I) MWAA, under the MWAA TIFIA Loan Agreement, and (II) Loudoun County and the Economic Development Authority of Loudoun County, under the Loudoun TIFIA Loan Agreement, shall not exceed thirty-three percent (33%) of the total amount of the

reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA Lender and (B) the total federal assistance provided to the Project shall not exceed eighty percent (80%) of Eligible Project Costs.

(iii) Fairfax County shall have provided the Financial Plan, or the most recent update thereto, in each case in accordance with Section 22(a).

(iv) To the extent not previously delivered to the TIFIA Lender, the Borrower or Fairfax County shall have delivered to the TIFIA Lender certified, complete and fully executed copies of any Related Documents entered into after the Effective Date.

(v) At the time of, and immediately after giving effect to, any disbursement of TIFIA Loan proceeds then currently requested, (A) no Event of Default or event of default under any other Related Document and (B) no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any Related Document, in each case, shall have occurred and be continuing.

(vi) The representations and warranties of each of the Borrower and Fairfax County set forth in this Agreement (including Section 14 and Section 14A) and in each other Related Document shall be true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of each date on which any disbursement of the TIFIA Loan is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date).

(vii) No Material Adverse Effect, or any event or condition that could reasonably be expected to result in a Material Adverse Effect, shall have occurred since the date the Borrower submitted the Application to the TIFIA Lender.

(viii) Fairfax County shall have demonstrated to the TIFIA Lender's satisfaction that the funds described in the Financial Plan most recently approved by the TIFIA Lender as being available to pay for Project costs will be sufficient for the Borrower to fund the Required Percentage of the total costs of the Project reflected in the Project Budget and no facts or circumstances have arisen that would reasonably be likely to cause such amounts reflected in such Financial Plan not to be available as and when needed to pay for such costs.

(ix) Fairfax County shall have delivered to the TIFIA Lender a Requisition that complies with the provisions of Section 4, and the TIFIA Lender

shall have approved (or deemed to have approved in accordance with Section 4(b)) such Requisition.

(x) The Borrower and Fairfax County shall have delivered such other agreements, documents, certificates, instruments, opinions and other items required by the TIFIA Lender, all in form and substance satisfactory to the TIFIA Lender.

(xi) Fairfax County shall have demonstrated to the TIFIA Lender's satisfaction that, as of each date on which any disbursement of the TIFIA Loan is made, (A) there does not currently exist any event of default, or any event which with the giving of notice or the passage of time or both would constitute any such event of default, with respect to any indebtedness secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County and (B) with respect to all payment obligations of Fairfax County, including lease obligations, secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County, Fairfax County has appropriated funds as and when required and in amounts sufficient to satisfy Fairfax County's payment obligations with respect thereto.

(xii) MWAA shall not have abandoned Phase 2 during the Project Construction Period, and no other Project Development Default shall have occurred.

(xiii) A Reimbursement Claims Package, including invoices and records evidencing any Eligible Project Costs included in the applicable Requisition and otherwise in compliance with the applicable requirements of the Phase 2 Funding Procedure, shall have been (A) delivered by MWAA to the TIFIA Lender, the Servicer (if any) and the FTA Regional Office at least one (1) month prior to the Fairfax County's submission of such Requisition and (B) subsequently expressly approved or not expressly denied by the TIFIA Lender pursuant to the Phase 2 Funding Procedure.

(xiv) Fairfax County shall not have taken, or permitted any other Person to have taken, any action which has resulted or could reasonably be expected to result in all or any portion of the development, design, construction, operation or maintenance of the Parking Facilities to constitute part of the Project to be funded pursuant to the 2007 Funding Agreement, including in accordance with Section 3.2(d) of the 2011 MOA.

(xv) Fairfax County shall not have failed to timely appropriate and pay over to the Trustee (i) Dedicated Revenues, as of any Turnover Date, in amounts necessary to meet any Debt Service Requirements as of the next Semi-Annual Payment Date or (ii) Appropriated Funds in amounts sufficient to cover any Reserve Fund Deficiency within the time required by this Agreement.

(xvi) The Borrower shall have paid in full all invoices received from the TIFIA Lender as of the date of disbursement of the TIFIA Loan, for the reasonable fees and expenses of the TIFIA Lender's counsel and financial advisors and any auditors or other consultants employed by the TIFIA Lender for the purposes hereof.

SECTION 14. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that, as of the Effective Date and, as to each of the representations and warranties below other than those contained in clause (b) of this Section, as of each date on which any disbursement of the TIFIA Loan is requested or made:

(a) Organization; Power and Authority. The Borrower is a political subdivision of the State created pursuant to the EDA Act and duly activated by a resolution of the Board of Supervisors, validly existing and in good standing, has full legal right, power and authority to enter into the Related Documents to which the Borrower is a party then in existence, to execute and deliver the TIFIA Bond, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of the Related Documents to which the Borrower is a party.

(b) Officers' Authorization. As of the Effective Date, the officers of the Borrower executing the Related Documents to which the Borrower is a party are duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the TIFIA Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes the legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of each of the Related Documents to which the Borrower is a party, the consummation of the transactions contemplated in such Related Documents and the fulfillment of or compliance with the terms and conditions of such Related Documents will not (i) conflict with the Borrower's Organizational Documents, or (ii) conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by the Borrower of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any other Related Document to which the Borrower is a party or any other indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or on the Dedicated Revenues.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person, and no consent, permission, authorization,

order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by the Borrower of the Related Documents to which the Borrower is a party, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation of any transaction on the part of the Borrower contemplated by the Related Documents or (B) the fulfillment of or compliance by the Borrower with the terms and conditions of the Related Documents to which the Borrower is a party, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. As of the Effective Date, except as set forth in Schedule 14(f), to the Borrower's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority, pending or threatened against or affecting the Project or the ability of the Borrower to enter into and deliver, or to perform its obligations under, any of the Related Documents. As of each other date on which the representations and warranties herein are made or confirmed, to the Borrower's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending or threatened against or affecting the Project, the Borrower or the ability of the Borrower to enter into and deliver, or to perform its obligations under, any of the Related Documents, which in any case (i) could reasonably be expected to result in a Material Adverse Effect or (ii) could reasonably be expected to adversely affect the Borrower's ability to receive Dedicated Revenues in amounts sufficient to meet the financial projections contained in the Base Case Financial Model with respect thereto.

(g) Security Interests. The Trust Agreement establishes, in favor of the Trustee for the benefit of all Bond Owners, including the TIFIA Lender, the valid Lien on the Trust Estate which it purports to create; such Lien is in full force and effect and is not subordinate to any other Liens in respect of the Trust Estate except to the extent such other Lien is entitled to priority as a matter of law and the Borrower is not in breach of any covenants set forth in Section 16(a) or in the Trust Agreement Documents with respect thereto. From and after the initial disbursement hereunder, (i) all documents and instruments have been recorded or filed for record in such manner and in such places as are required and all other action as is necessary or desirable has been taken to establish the Trustee's Lien in and to the Trust Estate (for the benefit of the Secured Parties) to the extent contemplated by the Trust Agreement and to grant the TIFIA Lender a first priority lien in the Trust Estate thereunder, (ii) the Borrower has complied with all requirements of the laws of the State to lawfully perfect the Trustee's Lien in and to the Trust Estate (except to the extent no actions are required to perfect such Lien pursuant to the laws of the State) and (iii) all taxes and filing fees that are due and payable in connection with the execution, delivery or recordation of any Trust Agreement Documents have been paid.

(h) No Debarment. Neither the Borrower nor any of its principals (as defined in 2 C.F.R. § 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered in substantially the form of **Exhibit C.**

(i) Accuracy of Representations and Warranties. The representations, warranties and certifications of the Borrower set forth in this Agreement and the other Related

Documents to which the Borrower is a party are true and accurate, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(j) No Defaults. The Borrower is not in default under the terms of any Related Document to which the Borrower is a party, and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default.

(k) Related Documents. Each Related Document to which the Borrower is a party is in full force and effect and all conditions precedent to the obligations of the respective parties under each Related Document have been satisfied. The Borrower has delivered to the TIFIA Lender a fully executed and complete copy of each such Related Document (including all exhibits, schedules and other attachments) that is in effect, including any amendments or modifications thereto and any related credit support instruments or side letters. No event has occurred that gives the Borrower or, to the Borrower's knowledge, any other party to a Related Document, the right to terminate any such Related Document. The Borrower is not in breach of any material term in or in default under any of such agreements or contracts and, to the Borrower's knowledge, no party to any of such agreements or contracts is in breach of any material term therein or in default thereunder.

(l) Information. The information furnished by the Borrower to the TIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of Fairfax County (including the Base Case Financial Model, any Revised Financial Model and the assumptions therein).

(m) OFAC. The Borrower (i) is not in violation of: (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder; (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State; or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; and (ii) is not a Person (1) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws; (2) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws; (3) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list); (4) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law; (5) that is owned, controlled by, or affiliated with any Person identified in clause (1), (2), (3) or (4) of this clause (ii); or (6) that is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions,

laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(n) Compliance with Law. The Borrower is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and governmental functions and operations in compliance, in all material respects, with, all applicable laws. No notices of violation of any applicable law have been issued, entered or received by the Borrower that could reasonably be expected to result in a Material Adverse Effect.

(o) Title. The Borrower has valid legal and beneficial title to the assets and revenues thereof on which it purports to grant a Lien pursuant to the Trust Agreement Documents, in each case free and clear of any Lien of any kind, except for the Liens created by the Trust Agreement for the benefit of the Trustee or the TIFIA Lender.

(p) No Liens. The Borrower has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien upon any of the Dedicated Revenues or upon the Project, except for the Liens created by the Trust Agreement for the benefit of the Trustee and the TIFIA Lender.

(q) Investment Company Act. The Borrower is not, and after applying the proceeds of the TIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(r) Taxes. The Borrower is not required to file tax returns with any Governmental Authority.

(s) ERISA. Neither Borrower nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code.

(t) Other Transactions. As of the Effective Date, the Borrower is not a party to any material contract, transaction or series of transactions relating to Phase 2 of the Project other than the Related Documents or as described in **Schedule 14(t)**.

(u) Patriot Act. To the extent the Patriot Act is applicable to the Borrower, the Borrower has established an anti-money laundering compliance program as required by the Patriot Act.

(v) Immunity from Jurisdiction. To its knowledge, the Borrower has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein that could be asserted in any action to enforce the contractual obligations of the Borrower under any of the Related Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of the Borrower hereunder and thereunder.

SECTION 14A. Representations and Warranties of Fairfax County. Fairfax County hereby represents and warrants that, as of the Effective Date and, as to each of the

representations and warranties below other than those contained in clauses (b) and (l) of this Section, as of each date on which any disbursement of the TIFIA Loan is requested or made:

(a) Organization; Power and Authority. Fairfax County is a political subdivision of the State, validly existing and in good standing, has full legal right, power and authority to enter into the Related Documents to which Fairfax County is a party, and to carry out and consummate all transactions contemplated hereby and thereby and has duly authorized the execution, delivery and performance of the Related Documents to which Fairfax County is a party.

(b) Officers' Authorization. As of the Effective Date, the officers of Fairfax County executing the Related Documents to which Fairfax County is a party are duly and properly in office and fully authorized to execute the same.

(c) Due Execution; Enforceability. Each of the TIFIA Loan Documents to which Fairfax County is a party has been duly authorized, executed and delivered by Fairfax County and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes the legal, valid and binding agreement of Fairfax County enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) Non-Contravention. The execution and delivery of each of the Related Documents to which Fairfax County is a party, the consummation of the transactions contemplated in such Related Documents and the fulfillment of or compliance with the terms and conditions of such Related Documents will not (i) conflict with the applicable laws that are the basis for the existence and authority of Fairfax County, or conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by Fairfax County of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any other Related Document to which Fairfax County is a party or any other indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Fairfax County is a party or by which Fairfax County (or its properties) are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Fairfax County or on the Dedicated Revenues.

(e) Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of Fairfax County or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (i) the execution and delivery by Fairfax County of the Related Documents to which it is a party, except as have been obtained or made and as are in full force and effect, or (ii) (A) the consummation of any transaction on the part of Fairfax County contemplated by the Related Documents or (B) the fulfillment of or compliance by Fairfax County with the terms and conditions of the Related Documents to which Fairfax County is a party, except as have been obtained or made and as are in full force and effect or as are

ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

(f) Litigation. As of the Effective Date, except as set forth in **Schedule 14A(f)**, to Fairfax County's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority, pending or threatened against or affecting the Project or the ability of Fairfax County to enter into and deliver, or to perform its obligations under, any of the Related Documents. As of each other date on which the representations and warranties herein are made or confirmed, to Fairfax County's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending or threatened against or affecting the Project, Fairfax County or the ability of Fairfax County to enter into and deliver, or to perform its obligations under, any of the Related Documents, which in any case (i) could reasonably be expected to result in a Material Adverse Effect or (ii) could reasonably be expected to adversely affect (A) the Borrower's ability to receive Dedicated Revenues in amounts sufficient to meet the financial projections contained in the Base Case Financial Model with respect thereto or (B) Fairfax County's ability to appropriate and pay over Dedicated Revenues in such amounts to the Borrower (or on behalf of the Borrower) to enable the Borrower to satisfy its obligations under the Related Documents.

(g) No Debarment. Neither Fairfax County nor any of its principals (as defined in 2 C.F.R. § 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered in substantially the form of **Exhibit C.**

(h) Accuracy of Representations and Warranties. The representations, warranties and certifications of Fairfax County set forth in this Agreement and each other Related Document to which Fairfax County is a party are true and accurate, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).

(i) Credit Ratings. The TIFIA Loan has received an Investment Grade Rating from at least two (2) Nationally Recognized Rating Agencies, and written evidence of each such rating has been provided to the TIFIA Lender prior to the Effective Date, and no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(j) No Defaults. Fairfax County is not in default under the terms of any Related Document to which Fairfax County is a party, and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default.

(k) Related Documents. Each Related Document to which Fairfax County is a party is in full force and effect and all conditions precedent to the obligations of the respective parties under each Related Document have been satisfied. Fairfax County has delivered to the TIFIA Lender a fully executed and complete copy of each such Related Document (including all exhibits, schedules and other attachments) that is in effect, including any amendments or modifications thereto and any related credit support instruments or side letters. No event has

occurred that gives Fairfax County or, to Fairfax County's knowledge, any other party to a Related Document, the right to terminate any such Related Document. Fairfax County is not in breach of any material term in or in default under any of such agreements or contracts and, to Fairfax County's knowledge, no party to any of such agreements or contracts is in breach of any material term therein or in default thereunder.

(l) Information. The information furnished by Fairfax County to the TIFIA Lender, when taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading as of the date made or furnished; provided that no representation or warranty is made with regard to projections or other forward-looking statements provided by or on behalf of Fairfax County (including the Base Case Financial Model, any Revised Financial Model and the assumptions therein) except that the assumptions in the Base Case Financial Model and any Revised Financial Model were reasonable in all material respects when made.

(m) OFAC. Fairfax County (i) is not in violation of: (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act of 1970, as amended, and the regulations promulgated thereunder; (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State; or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; and (ii) is not a Person (1) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws; (2) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws; (3) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list); (4) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law; (5) that is owned, controlled by, or affiliated with any Person identified in clause (1), (2), (3) or (4) of this clause (ii); or (6) that is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(n) Compliance with Law. Fairfax County is in compliance in all material respects with, and has conducted (or caused to be conducted) its business and governmental functions and operations in compliance in all material respects with, all applicable laws. No notices of violation of any applicable law have been issued, entered or received by Fairfax County that could reasonably be expected to result in a Material Adverse Effect.

(o) No Liens. Fairfax County has not created, and is not under any obligation to create, and has not entered into any transaction or agreement that would result in the imposition of, any Lien upon any of the Dedicated Revenues other than the Lien granted under the Trust Agreement to the Trustee and the owner of the TIFIA Bond.

(p) Investment Company Act. Fairfax County is not, and after applying the proceeds of the TIFIA Loan will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and is not "controlled" by a company required to register as an "investment company" under the Investment Company Act of 1940, as amended.

(q) Financial Statements. Each income statement, balance sheet and statements of operations and cash flow (collectively, "**Financial Statements**") delivered to the TIFIA Lender pursuant to Section 22(c) has been prepared in accordance with GASB and presents fairly, in all material respects, the financial condition of such Person as of the respective dates of the balance sheets included therein and the results of operations of such Person for the respective periods covered by the statements of income included therein. Except as reflected in such Financial Statements, there are no liabilities or obligations of such Person of any nature whatsoever for the period to which such Financial Statements relate that are required to be disclosed in accordance with GASB.

(r) Taxes. Fairfax County is not required to file tax returns with any Governmental Authority.

(s) ERISA. Neither Fairfax County nor any ERISA Affiliate maintains or otherwise has any liability in respect of any plan or other arrangement that is subject to ERISA or Section 412 of the Code.

(t) Other Transactions. As of the Effective Date, Fairfax County is not a party to any material contract, transaction or series of transactions relating to Phase 2 of the Project other than the Related Documents, the Funding Agreements or as described in **Schedule 14A(t)**.

(u) Sufficient Funds. The aggregate of all funds that are, without duplication, drawn or undrawn but committed, or reasonably expected to be available, under the Trust Agreement Documents and this Agreement, and as may otherwise be available to Fairfax County as shown in the most recent Financial Plan, will be sufficient to fund the Required Percentage of the sum of all Eligible Project Costs and other amounts necessary to achieve Substantial Completion.

(v) Patriot Act. To the extent the Patriot Act is applicable to Fairfax County, Fairfax County has established an anti-money laundering compliance program as required by the Patriot Act.

(w) Immunity from Jurisdiction. To its knowledge, Fairfax County has no immunity from the jurisdiction of any court of competent jurisdiction or from any legal process therein that could be asserted in any action to enforce the contractual obligations of Fairfax County under any of the Related Documents to which it is a party or the transactions contemplated hereby or thereby, including the obligations of Fairfax County hereunder and thereunder.

SECTION 15. Representations and Warranties of TIFIA Lender. The TIFIA Lender represents and warrants that:

(a) Power and Authority. The TIFIA Lender has all requisite power and authority to make the TIFIA Loan and to perform all transactions contemplated by the Related Documents to which it is a party.

(b) Due Execution; Enforceability. The Related Documents to which it is a party have been duly authorized, executed and delivered by the TIFIA Lender, and are legally valid and binding agreements of the TIFIA Lender, enforceable in accordance with their terms.

(c) Officers' Authorization. The officers of the TIFIA Lender executing each of the Related Documents to which the TIFIA Lender is a party are duly and properly in office and fully authorized to execute the same on behalf of the TIFIA Lender.

SECTION 16. Affirmative Covenants of the Borrower. The Borrower covenants and agrees as follows until the date all obligations of the Borrower and Fairfax County under this Agreement are paid in full and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Securing Liens. The Borrower shall at any and all times, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning, securing and confirming the first priority Lien in and to the Trust Estate (whether now existing or hereafter arising) granted to the Trustee for the benefit of the owner of the TIFIA Bond pursuant to the Trust Agreement, or intended so to be granted pursuant to the Trust Agreement, or which the Borrower may become bound to grant, and the Trust Estate is and will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto that has priority over, or equal rank with, the Liens created by the Trust Agreement, other than as permitted by this Agreement, and all corporate action on the part of the Borrower to that end shall be duly and validly taken at such times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the Liens on the Trust Estate granted pursuant to the Trust Agreement and all the rights of the Trustee for the benefit of the TIFIA Lender under the Trust Agreement against all claims and demands of all Persons whomsoever.

(b) Copies of Documents and Reports. The Borrower shall furnish to the TIFIA Lender a copy of each monthly statement of the Trustee with respect to the Funds established under the Trust Agreement

(c) Use of Proceeds. The Borrower shall use the proceeds of the TIFIA Loan solely, on behalf of Fairfax County, to reimburse MWAA in accordance with the Funding Agreements for MWAA's prior payment of Eligible Project Costs incurred in connection with Phase 2. No proceeds from the TIFIA Loan will be used to fund the Parking Facilities.

(d) Trust Agreement Funds.

(i) The Borrower shall maintain amounts in the Reserve Fund that are at least equal to the Reserve Fund Requirement. Amounts in the Reserve Fund shall be made available to ensure the timely payment of Debt Service Requirements in the event amounts on deposit in the Debt Service Fund are insufficient for such purpose.

(ii) The Borrower shall cause all Dedicated Revenues to be deposited into the Debt Service Fund or the Reserve Fund, as required under the Trust Agreement.

(iii) Amounts on deposit in any of the Funds shall be held uninvested or invested in Investment Obligations. Any such Investment Obligations must mature or be redeemable at the election of the holder not more than one (1) year from the date of the creation thereof or, if earlier, the earliest date by which the funds invested in such Investment Obligations may be required to be disbursed from the applicable Fund in accordance with the terms of any TIFIA Loan Document or Trust Agreement Document, which, for purposes of the Reserve Fund shall be the date of the next payment with respect to the TIFIA Loan.

(e) Use of Dedicated Revenues. The Borrower shall utilize Dedicated Revenues solely to pay principal of or interest on the TIFIA Bond, for deposit to the Reserve Fund, or for making Additional Payments (as defined in Section [3.01(e)] of the Support Agreement), in each case, in accordance with the Trust Agreement.

(f) OFAC Compliance. The Borrower shall not (i) violate (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; or (ii) be a Person (A) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (B) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (D) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents under any other applicable law, (E) that is owned, controlled by, or affiliated with any Person identified in clause (A), (B), (C) or (D) of this clause (ii), or (F) is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, anti-money laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(g) Related Documents. The Borrower shall comply, in all material respects, with each Related Document.

SECTION 16A. Affirmative Covenants of Fairfax County. Fairfax County covenants and agrees as follows until the date all obligations of the Borrower and Fairfax County under this Agreement are paid in full and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Notice. Fairfax County shall, within five (5) Business Days after Fairfax County obtains actual knowledge of the occurrence thereof, give the TIFIA Lender notice of any of the following events, setting forth details of such event:

(i) Events of Default: any Event of Default or any event that, with the giving of notice or the passage of time or both, would constitute an Event of Default;

(ii) Litigation: (1) any material litigation, suit or action filed or threatened in writing, by or before any arbitrator or Governmental Authority, or the delivery to the Borrower or Fairfax County of any written claim that could reasonably be expected to have a Material Adverse Effect, and any material changes in the status of such litigation, suit, action or claim, and (2) any material notices or filings in respect of any action, petition, suit or proceeding listed in **Schedule 14(f)** or **Schedule 14A(f)**;

(iii) Defaults: any material breach or default or event of default on the part of any Borrower Related Party or any other party under any Related Document;

(iv) Appropriation of Appropriated Funds: if the Fairfax County Executive (or such other relevant official or employee) seeks appropriation of, or if Fairfax County shall at any time budget, appropriate or pay over to the Trustee any Appropriated Funds, whether pursuant to Section 16A(d) or otherwise; provided any such notice may omit details to the extent such details are otherwise publicly-available (for example, on the website of Fairfax County);

(v) Contribution Failures: any failure by Fairfax County to make a contribution of funds towards Total Project Costs substantially in the amount and as and when indicated in (A) the Base Case Financial Model or (B) any Revised Financial Model that has been approved in writing by the TIFIA Lender;

(vi) Appropriation Failure: any failure by the Fairfax County Executive (or such other relevant official or employee) to seek appropriation of, or any failure by Fairfax County to appropriate, Dedicated Revenues at the times and in amounts sufficient to meet any Debt Service Requirements and to replenish the Reserve Fund to cover any Reserve Fund Deficiency as required pursuant to the terms of this Agreement;

(vii) Other Adverse Events: the occurrence of any other event or condition that could reasonably be expected to result in a Material Adverse Effect;

(viii) Material Transactions. any material contract, transaction or series of transactions relating to Phase 2 of the Project entered into by the Borrower or Fairfax County after the Effective Date.

(b) Remedied Action. Within thirty (30) calendar days after Fairfax County learns of the occurrence of an event specified in Section 16A(a), the County's Authorized Representative shall provide a statement to the TIFIA Lender, setting forth the actions, if any, Fairfax County proposes to take with respect thereto.

(c) Annual Rating. Fairfax County shall, commencing in 2016, no later than the last Business Day of January of each year during the term of the TIFIA Loan, at no cost to the TIFIA Lender, provide to the TIFIA Lender a public rating on the TIFIA Bond by a Nationally Recognized Rating Agency, together with the rating report or letter delivered by such Nationally Recognized Rating Agency in connection with such rating, in each case prepared no earlier than thirty (30) days prior.

(d) Reserve Fund Deficiency. In the event that, at any time, the Trustee or the TIFIA Lender shall notify Fairfax County in writing that the amount standing to the credit of the Reserve Fund under the Trust Agreement is less than the Reserve Fund Requirement, within thirty (30) days following receipt of such notice, the Fairfax County Executive (or such other relevant official or employee) shall seek appropriation of and, subject to Section 41, Fairfax County shall, within one hundred (120) days of the receipt of such notice, budget, appropriate and pay from its General Fund to the Trustee the amount of such Reserve Fund Deficiency.

(e) Use of Dedicated Revenues.

(i) Fairfax County and the Borrower shall utilize Dedicated Revenues solely for the payment of the principal of or interest on the TIFIA Bond or for deposit to the Reserve Fund, in each case, in accordance with the Trust Agreement.

(ii) If Fairfax County fails to contribute any material amount of funds as and when indicated in (A) the Base Case Financial Model or (B) any Revised Financial Model that has been approved in writing by the TIFIA Lender, then Fairfax County shall notify the TIFIA Lender in writing pursuant to Section 16A(a)(v), and shall promptly, and in any event within forty-five (45) days after such contribution failure, deliver to the TIFIA Lender a Revised Financial Model that reflects adequate funds are available to Fairfax County to pay for the Required Percentage of Total Project Costs for Phase 2, together with documentary evidence reasonably satisfactory to the TIFIA Lender with respect to the commitment, allocation or funding of such additional amounts as may be necessary to replace the funds that were not contributed by Fairfax County in accordance with the Base Case Financial Model.

(f) OFAC Compliance. Fairfax County shall not (i) violate (A) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (B) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (C) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal; or (ii) be a Person (A) that is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (B) that has been convicted of any violation of, has been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (C) that is named on the list of "Special Designated Nationals or Blocked Persons" maintained by OFAC (or any successor United States government office or list), or any similar list maintained by the United States Department of State (or any successor United States government office or list), (D) with whom any United States Person, any entity organized under the laws of the United States or its constituent states or territories, or any entity, regardless of where organized, having its principal place of business within the United States or any of its territories, is prohibited from transacting business of the type contemplated by this Agreement and the other Related Documents to which it is a party under any other applicable law, (E) that is owned, controlled by, or affiliated with any Person identified in clause (A), (B), (C) or (D) of this clause (ii), or (F) is in violation of any obligation to maintain appropriate internal controls as required by the governing laws of the jurisdiction of such Person as are necessary to ensure compliance with the economic sanctions, anti-money laundering and anti-corruption laws of the United States and the jurisdiction where the Person resides, is domiciled or has its principal place of business.

(g) Related Documents. Fairfax County shall comply, in all material respects, with each Related Document to which Fairfax County is a party.

SECTION 17. Borrower's and Fairfax County's Negative Covenants. Each of the Borrower and Fairfax County, as applicable, covenants and agrees as follows until the date all obligations of the Borrower and Fairfax County under this Agreement are paid in full and the TIFIA Lender no longer has any commitment to make disbursements to the Borrower, unless the TIFIA Lender waives compliance in writing:

(a) Indebtedness. Other than the TIFIA Bond, neither the Borrower nor Fairfax County shall issue any indebtedness under the Trust Agreement or otherwise secured by the Trust Estate.

(b) No Lien Extinguishment or Adverse Amendments. Fairfax County and the Borrower shall not, and shall not permit any Person to, without the prior written consent of the TIFIA Lender, either (i) extinguish or impair the Liens on the Trust Estate, (ii) amend, modify or supplement any Related Document in a manner that could adversely affect the TIFIA Lender (in the TIFIA Lender's determination) in connection with the TIFIA Loan, or (iii) waive or permit a waiver of any provision of any Related Document in a manner that could adversely affect the TIFIA Lender (in the TIFIA Lender's determination) in connection with the TIFIA Loan. Except as otherwise agreed by the TIFIA Lender in writing, each Borrower Related Party will provide to the TIFIA Lender (x) copies of any proposed amendments to any Related Document to which it is a party at least thirty (30) days prior to the effective date thereof and (y) copies of fully executed amendments made to any Related Document to which it is a party within ten (10) days following execution thereof.

(c) Restricted Transfers. Except as otherwise permitted pursuant to the Trust Agreement, the Borrower shall not permit any amount on deposit in the Reserve Fund to be used for any purpose other than payments of Debt Service Requirements.

(d) No Prohibited Sale or Assignment. The Borrower shall not sell or assign its rights in and to the Dedicated Revenues, or its rights and obligations under any Related Document.

(e) No Prohibited Liens. Except for Liens (i) created by the Trust Agreement for the benefit of the Trustee or the owner of the TIFIA Bond or (ii) as may arise by operation of law, the Borrower shall not create, incur, assume or permit to exist any Lien on the Dedicated Revenues or its rights in respect thereof.

(f) Hedging Transactions and Credit Facilities. Neither the Borrower nor Fairfax County shall enter into (A) any Hedging Transaction with respect to the TIFIA Bond or (B) any Credit Facility with respect to the TIFIA Bond.

(g) Parking Facilities Funding. Fairfax County shall not take, or permit any other Person to take, any action which results or could reasonably be expected to result in all or any portion of the development, design, construction, operation or maintenance of the Parking Facilities to constitute part of the Project to be funded pursuant to the 2007 Funding Agreement, including in accordance with Section 3.2(d) of the 2011 MOA.

SECTION 18. [Reserved].

SECTION 19. No Sale of TIFIA Loan. The TIFIA Lender shall not sell the TIFIA Loan at any time prior to the Substantial Completion Date. After such date, the TIFIA Lender may sell the TIFIA Loan to another entity or reoffer the TIFIA Loan into the capital markets only in accordance with the provisions of this Section. Such sale or reoffering shall be on such terms as the TIFIA Lender shall deem advisable. However, in making such sale or reoffering the TIFIA Lender shall not change the terms and conditions of the TIFIA Loan without the prior written consent of Fairfax County and the Borrower. The TIFIA Lender shall provide (a) at least sixty (60) days prior to any sale or reoffering of the TIFIA Loan, written notice to Fairfax County and the Borrower to the effect that the TIFIA Lender is considering the sale or reoffering of the TIFIA Loan and (b) at least thirty (30) days prior to any sale or reoffering of the TIFIA Loan, written notice to Fairfax County and the Borrower confirming TIFIA Lender's intention to consummate such a sale or reoffering; provided, however, that no such notice shall be required during the continuation of any Event of Default. The provision of any notice pursuant to this Section shall not (x) obligate the TIFIA Lender to sell nor (y) provide Fairfax County or the Borrower with any additional rights or remedies in the event the TIFIA Lender, for any reason, does not sell the TIFIA Loan.

SECTION 20. Events of Default and Remedies.

(a) An "**Event of Default**" shall exist under this Agreement if:

(i) Payment Default. The Borrower shall fail to pay any of the principal amount of or interest on the TIFIA Loan (including TIFIA Debt Service

required to have been paid pursuant to Section 9, and any mandatory prepayment required pursuant to Section 10(a)), when and as the payment thereof shall be required under this Agreement or the TIFIA Bond or on the Final Maturity Date (each such failure, a "**Payment Default**");

(ii) Covenant Default. Any Borrower Related Party shall fail to observe or perform any covenant, agreement or obligation of such Borrower Related Party under this Agreement, the TIFIA Bond or any other TIFIA Loan Document (other than any Payment Default), and such failure shall not be cured within thirty (30) days after (A) receipt by the Borrower or Fairfax County (as applicable) from the TIFIA Lender of written notice thereof or (B) the TIFIA Lender is notified of such failure, or should have been notified of such failure by Fairfax County, pursuant to the terms of this Agreement; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such thirty (30) day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (ii) if and so long as within such thirty (30) day period the Borrower or Fairfax County shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured; provided such failure is cured within one hundred eighty (180) days of the first occurrence of such failure;

(iii) Contribution Failure. Fairfax County fails to make a contribution of funds towards Total Project Costs substantially in the amount and as and when indicated in (A) the Base Case Financial Model or (B) any Revised Financial Model that has been approved in writing by the TIFIA Lender, in each case, other than a failure occasioned by an Event of Non-Appropriation;

(iv) Misrepresentation Default. Any of the representations, warranties or certifications of any Borrower Related Party made in or delivered pursuant to the TIFIA Loan Documents (or in any certificates delivered by such Borrower Related Party in connection with the TIFIA Loan Documents) shall prove to have been false or misleading in any material respect when made;

(v) Cross Default. Except in the case of Fairfax County, as occassioned by any Event of Non-Appropriation, any Borrower Related Party shall default in the timely performance of any covenant, agreement or obligation under any Related Document or any Related Document shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect), and such Borrower Related Party shall have failed to cure such default or to obtain an effective written waiver thereof, or to obtain an effective revocation of such termination (as the case may be) within the cure periods, if any, provided under any such Related Document;

(vi) Judgments. One or more judgments for the payment of money in an aggregate amount in excess of $100,000,000, and not otherwise covered by insurance or self-insurance, shall be rendered against the Fairfax County and the

same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed; or

(vii) Occurrence of a Bankruptcy Related Event. A Bankruptcy Related Event shall occur with respect to (A) the Borrower or (B) Fairfax County. Notwithstanding the foregoing, no Event of Default shall occur (I) under clause (A) of this Section 20(a)(vii) solely as a result of the nonpayment of any conduit debt issued by the Borrower on behalf of any Person other than Fairfax County unless such nonpayment would have an effect under applicable law analogous to any of the events referred to in the definition of Bankruptcy Related Event or would otherwise have a Material Adverse Effect or could otherwise reasonably be expected to result in a Material Adverse Effect, or (II) under clause (B) of this Section 20(a)(vii), as occassioned by any Event of Non-Appropriation.

(b) (i) Upon the occurrence of any Event of Default described in Section 20(a)(vii)(A), all obligations of the TIFIA Lender hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan shall automatically be deemed terminated.

(ii) Upon the occurrence of any other Event of Default or any other event or circumstance that would constitute an Event of Default but for the operation of Section 41, the TIFIA Lender, by written notice to the Borrower and Fairfax County, may suspend or terminate all of its obligations hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan.

(c) Whenever any Event of Default hereunder shall have occurred and be continuing, the TIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid hereunder or under the TIFIA Bond or the other TIFIA Loan Documents, and may prosecute any such judgment or final decree against the Borrower and collect in the manner provided by law out of the property of the Borrower available under the Trust Agreement the moneys adjudged or decreed to be payable, and may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents.

(d) Whenever any Event of Default hereunder shall have occurred and be continuing, or if any other event or circumstance that would constitute an Event of Default would have occurred and be continuing hereunder but for the operation of Section 41, the TIFIA Lender may suspend or debar Fairfax County or the Borrower from further participation in any Government program administered by the TIFIA Lender and to notify other departments and agencies of such default.

(e) No action taken pursuant to this Section shall relieve any Borrower Related Party from its respective obligations pursuant to this Agreement, the TIFIA Bond or the other TIFIA Loan Documents, all of which shall survive any such action.

SECTION 21. Accounting and Audit Procedures; Inspections; Reports and Records.

(a) Fairfax County shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all Project-related transactions (including the transfer of Dedicated Revenues to the Trustee and TIFIA Loan requisitions received and disbursements made with regard to the Project), so that audits may be performed to ensure compliance with and enforcement of this Agreement. Fairfax County shall use accounting, audit and fiscal procedures conforming to GASB, including, with respect to the TIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts outstanding under the Trust Agreement and this Agreement.

(b) So long as the TIFIA Bond or any portion thereof shall remain outstanding and until five (5) years after the TIFIA Bond shall have been paid in full, the TIFIA Lender shall have the right, upon reasonable prior notice, to visit and inspect any of the locations or properties of any Borrower Related Party that are relating to the Project and the TIFIA Loan, to examine their respective books of account and records relating to the Project and the TIFIA Loan, to make copies and extracts therefrom at the Borrower's expense, and to discuss the affairs, finances and accounts of any Borrower Related Party that are relating to the Project and the TIFIA Loan with, and to be advised as to the same by, their respective officers and employees and their respective independent public accountants (and by this provision each Borrower Related Party irrevocably authorizes its independent public accountants to discuss with the TIFIA Lender the affairs, finances and accounts of such Borrower Related Party that are relating to the Project and the TIFIA Loan, whether or not any representative of such Borrower Related Party is present, it being understood that nothing contained in this Section 21(b) is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the TIFIA Lender may desire. The Borrower agrees to pay all out-of-pocket expenses incurred by the TIFIA Lender in connection with the TIFIA Lender's exercise of its rights under this Section 21(b) at any time when an Event of Default shall have occurred and be continuing.

(c) Fairfax County and the Borrower shall maintain and retain their files relating to the Project and the TIFIA Loan until five (5) years after the later of the date on which (i) all rights and duties hereunder and under the TIFIA Bond (including payments) have been fulfilled and any required audits have been performed and (ii) any litigation relating to the Project, the TIFIA Loan or this Agreement is finally resolved or, if the TIFIA Lender has reasonable cause to extend such date, a date to be mutually agreed upon by the TIFIA Lender, the Borrower and Fairfax County. Fairfax County and the Borrower shall each provide to the TIFIA Lender in a timely manner all records and documentation relating to the Project that the TIFIA Lender may reasonably request from time to time (other than materials which, if provided to the TIFIA Lender, would constitute (A) a violation by Fairfax County or the Borrower of applicable law or (B) a waiver by Fairfax County or the Borrower of the attorney-client privilege in respect of such information, and only for so long as such privilege shall apply).

(d) Fairfax County shall provide to the TIFIA Lender, promptly after the sending or receipt thereof, copies of (i) all final reports, other final written materials and material correspondence, other than those that are non-substantial or ministerial in nature, sent to, or received from, any Nationally Recognized Rating Agency that has provided, or is being

requested to provide, a rating on any indebtedness of the Borrower issued or incurred under the Trust Agreement, (ii) all notices and other written communications, other than those that are non-substantive or ministerial in nature, received by it from the Trustee, and (iii) all reports, notices and other written materials, other than those that are non-substantive or ministerial in nature, required to be sent to the Trustee under the Trust Agreement; unless, in each case, the TIFIA Lender notifies the Borrower that any such reports, notices and/or other written materials no longer need to be provided.

(e) The TIFIA Lender shall have the right to conduct from time to time independent financial and compliance audits of the Borrower or Fairfax County in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A 133, "Audits of State and Local Governments" (as applicable), or as otherwise requested by the TIFIA Lender. Upon reasonable notice, the Borrower and Fairfax County shall cooperate fully in conducting audits and shall provide full access to any books, documents, papers or other records which are pertinent to the Project or the TIFIA Loan, to the Secretary, or the designee thereof, for necessary project or programmatic audits pursuant to 23 U.S.C. § 603, 49 C.F.R. § 80.19, 31 U.S.C. § 6503(h) and 31 U.S.C. § 7503(b).

SECTION 22. Financial Plan, Statements, and Reports.

(a) Fairfax County shall provide to the TIFIA Lender, within sixty (60) days after the Effective Date and annually thereafter not later September 30th of each County Fiscal Year (or if Fairfax County adopts a County Fiscal Year that does not begin on July 1, ninety (90) after the beginning of each such County Fiscal Year), a Financial Plan. The Financial Plan submitted within sixty (60) days after the Effective Date should be consistent in all respects with the projections, assumptions and other information contained or reflected in the Base Case Financial Model, including as to the contribution of funds towards Total Project Costs. The initial and each subsequent Financial Plan delivered hereunder shall be subject to approval by the TIFIA Lender and, for the period through the Substantial Completion Date, the FTA Regional Office and FHWA's Office of Innovative Program Delivery.

(i) The Financial Plan shall be prepared in accordance with recognized financial reporting standards.

(ii) The Financial Plan shall include: (A) a certificate signed by the County's Authorized Representative to the effect that the Financial Plan, including the assumptions and supporting documentation, is accurate and reasonable to the best of Fairfax County's knowledge and belief; (B) a certificate signed by the County's Authorized Representative demonstrating that annual projected Dedicated Revenues shall be sufficient to meet the Loan Amortization Schedule; and (C) an electronic copy of a Revised Financial Model for the period from inception thereof through the Final Maturity Date, in substantially the form heretofore provided to the TIFIA Lender, and based upon assumptions and projections with respect to the Dedicated Revenues and the Required Percentage of expenses of the Project, as of the most recent practicable date prior to the delivery of such Revised Financial Model.

(iii) For the period through Substantial Completion, the Financial Plan shall: (A) provide the current estimate of the Required Percentage of the total cost of the Project and of the remaining cost to complete the Project (each of which may be based on information provided by MWAA); (B) provide current estimates of sources and uses of the Required Percentage of funds for the Project, identify any significant funding changes since the preceding Financial Plan, discuss reasons for and implications of the funding changes, and include a summary table showing the history of Fairfax County's Project funding since the Base Case Financial Model as of the Effective Date and since the preceding Financial Plan; and (C) provide an updated cash flow schedule showing annual cash needs to be funded by the Borrower or Fairfax County versus available revenue and funding to meet those needs and identify any potential revenue and funding shortfalls, and addressing contingency measures that will or may be taken to address any shortfalls, as provided by MWAA.

(iv) For the period following Substantial Completion of the Project until repayment of the TIFIA Loan in full, the Financial Plan shall: (A) provide an updated cash flow schedule showing annual Dedicated Revenues and outflows (Debt Service Requirements (including TIFIA Debt Service (whether or not required to be paid pursuant to the provisions of Section 9)); (B) provide current and estimated amounts of Dedicated Revenues received and the amounts deposited into each of the accounts and subaccounts established under the Trust Agreement and the amount disbursed from such funds and accounts and the balance in each of the funds and accounts; (C) provide an updated schedule of actual and projected Dedicated Revenues; and (D) include a written narrative report explaining any variances in costs (which may be based on information provided by MWAA) or revenues since the Base Case Financial Model and the preceding Financial Plan and describing in reasonable detail any material matters that may affect the future performance of the Borrower's obligations under this Agreement and the causes thereof.

(b) Not later than one hundred twenty (120) days following Substantial Completion, Fairfax County shall deliver to the TIFIA Lender a report that includes an updated cash flow schedule for all County Fiscal Years during the term of the TIFIA Loan.

(c) Fairfax County shall furnish to the TIFIA Lender, as soon as available, but no later than one hundred eighty (180) days after the end of each County Fiscal Year, a copy of Fairfax County's Comprehensive Annual Financial Report, containing the audited balance sheet of Fairfax County as of the end of such County Fiscal Year and the related audited statements of income and operations, and changes in cash flow of Fairfax County for such County Fiscal Year, setting forth in each case in comparative form the figures for the previous County Fiscal Year, certified without a "going concern" or like qualification or exception, or qualification as to the scope of the audit, by KPMG, LLP or another an independent public accounting firm selected by Fairfax County and which is not objected to by the TIFIA Lender within ten (10) Business Days after receiving notice from the Borrower of the name of the proposed auditor, together with supporting information regarding the qualifications of the proposed auditor.

(d) All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GASB applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

(e) Fairfax County shall furnish to the TIFIA Lender, together with each delivery of annual audited financial statements of Fairfax County pursuant to Section 22(c), a certificate signed by the Fairfax County Executive or chief financial officer of Fairfax County or any County's Authorized Representative, stating whether or not, to Fairfax County's knowledge, during the annual period covered by such financial statements, there occurred any Event of Default or event which, with notice or lapse of time or both, would become an Event of Default, and, if any such Event of Default or other event shall have occurred during such period, the nature of such Event of Default or other event and the actions, if any, that the Borrower or Fairfax County has taken or intends to take in respect thereof.

(f) Fairfax County shall obtain financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 *et seq*.

SECTION 23. Oversight and Monitoring. Fairfax County shall furnish to the TIFIA Lender:

(a) Incurrence of Indebtedness. On or before the third (3rd) Business Day following the end of any calendar month during which the Borrower or Fairfax County incurs any indebtedness for borrowed money in connection with the Project, Fairfax County shall provide a report executed by a County's Authorized Representative setting forth (i) the amount of each such issuance or borrowing and (ii) a detailed breakdown, in form and substance satisfactory to the TIFIA Lender, of the uses of proceeds from such issuances or borrowings.

(b) Contributions from Fairfax County. On or before the third (3rd) Business Day following the end of any calendar month during which Fairfax County receives a request for or makes any contributions of funds or property in connection with the Project, Fairfax County shall provide a report executed by a County's Authorized Representative setting forth (i) the amount of each such request or contribution and (ii) a detailed breakdown, in form and substance satisfactory to the TIFIA Lender, of the uses of proceeds from such requested contributions or actual contributions. In the event of any failure by Fairfax County to make a contribution within sixty (60) days after the date by which such contribution is due pursuant to the Phase 2 Funding Procedures, Fairfax County shall prepare and submit to the TIFIA Lender a Revised Financial Model demonstrating what funds are available to Fairfax County to pay for the Required Percentage of total Project costs reflected in the Project Budget, and describing the availability of such funds to Fairfax County as of the date of such Revised Financial Model.

SECTION 24. No Personal Recourse. No official, employee or agent of the TIFIA Lender, Fairfax County or the Borrower or any Person executing this Agreement or any of the other TIFIA Loan Documents shall be personally liable on this Agreement or such other TIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof.

SECTION 25. No Third Party Rights. The parties hereby agree that this Agreement creates no third party rights against the Borrower, Fairfax County, the United States or the TIFIA Lender, solely by virtue of the TIFIA Loan, and that no third party creditor or creditors of the Borrower or Fairfax County shall have any right against the TIFIA Lender with respect to the TIFIA Loan made pursuant to this Agreement.

SECTION 26. Authorized Representatives.

(a) The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time to time to act on the Borrower's behalf pursuant to a written certificate furnished to the TIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the Borrower.

(b) Fairfax County shall at all times have appointed a County's Authorized Representative by designating such employee or employees of Fairfax County from time to time to act on Fairfax County's behalf pursuant to a written certificate furnished to the TIFIA Lender and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by Fairfax County.

SECTION 27. TIFIA Lender's Authorized Representative.

(a) The TIFIA Lender shall at all times have appointed the TIFIA Lender's Authorized Representative by designating such Person or Persons from time to time to act on the TIFIA Lender's behalf pursuant to a written certificate furnished to the Borrower, Fairfax County and the Servicer (if any) containing the specimen signature or signatures of such Person or Persons and signed by the TIFIA Lender.

(b) Pursuant to a Delegation of Authority dated July 24, 2003, the Administrator delegated the authority to enter into contracts and sign all contractual and funding documents (with the exception of the term sheets and credit agreements) necessary to implement the Act, including entering into technical amendments to, and restatements of, term sheets and credit agreements that do not materially impair the credit quality of the revenues pledged to repay the TIFIA Lender. This authority was delegated to the Associate Administrator for Administration who in turn delegated such authority to the Director of the Office of Innovative Program Delivery on June 15, 2009. Pursuant to these delegations the above named officers, any of whom alone may act, serve as the TIFIA Lender's Authorized Representative under this Agreement, in addition to the Administrator for the purposes set forth herein.

SECTION 28. Servicer. The TIFIA Lender may from time to time designate an entity or entities to perform, or assist the TIFIA Lender in performing, the duties of the Servicer or specified duties of the TIFIA Lender under this Agreement and the TIFIA Bond. The TIFIA Lender shall give the Borrower, Fairfax County and the Trustee written notice of the appointment of any initial, successor or additional Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the TIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which

the TIFIA Lender shall have delegated to such Servicer. The TIFIA Lender may at any time assume the duties of any Servicer under this Agreement and the TIFIA Bond.

SECTION 29. Fees and Expenses.

(a) Commencing in Federal Fiscal Year ("FFY") 2015 and continuing thereafter each year throughout the term of this Agreement, the Borrower shall pay, or cause Fairfax County to pay, to the TIFIA Lender a loan servicing fee on or before the fifteenth (15th) of November. The TIFIA Lender shall establish the amount of this annual fee, and the TIFIA Lender shall notify the Borrower and Fairfax County of the amount, at least thirty (30) days before payment is due.

(b) In establishing the amount of the fee, the TIFIA Lender will adjust the previous year's base amount in proportion to the percentage change in CPI. For the FFY 2015 calculation, the TIFIA Lender will use the FFY 2014 base amount of $12,483 which applies to other TIFIA borrowers, as the previous year's base amount. The TIFIA Lender will calculate the percentage change in the CPI, before seasonal adjustment, from August of the previous year to August of the current year and will then adjust the previous year's base amount in proportion to the CPI percentage change. To calculate the amount of the fee, the TIFIA Lender shall round the current year's base amount using increments of $500. Results with the ending integers between 250-499 or between 750-999 shall be rounded upward, and results with the ending integers between 001-249 or between 501-749 shall be rounded downward. The CPI adjustments in the following years shall begin with the base amount, not the rounded fee.

(c) The Borrower and Fairfax County shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

(d) The Borrower and Fairfax County agree, whether or not the transactions hereby contemplated shall be consummated, to reimburse the TIFIA Lender on demand from time-to-time, within thirty (30) days after receipt of any invoice from the TIFIA Lender, for any and all fees, costs, charges and expenses incurred by it (including the reasonable fees, costs and expenses of legal counsel, financial advisors, auditors and other consultants and advisors) in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other TIFIA Loan Documents and the transactions hereby and thereby contemplated, including reasonable attorneys', engineers', and planning fees and professional costs, including all such fees, costs and expenses incurred as a result of or in connection with:

(i) the enforcement of or attempt to enforce any provision of this Agreement or any of the other TIFIA Loan Documents;

(ii) any amendment, modification, or requested amendment or modification of, waiver, consent or requested waiver or consent under or with respect to, or the protection or preservation of any right or claim under, this Agreement, any other Related Document or the Trust Estate, or advice in connection with the administration, preservation in full force and effect and

enforcement of this Agreement or any other Related Document or the rights of the TIFIA Lender thereunder; and

(iii) any work-out, restructuring or similar arrangement of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents during the pendency of one or more Events of Default.

The obligations of the Borrower and Fairfax County under this Section 29 shall survive the payment or prepayment in full or transfer of the TIFIA Bond, the enforcement of any provision of this Agreement or the other TIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring or similar arrangement.

SECTION 30. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement or the TIFIA Bond shall in any event be effective without the prior written consent of each of the parties hereto.

SECTION 31. Governing Law. This Agreement shall be governed by the federal laws of the United States if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable. Notwithstanding the foregoing, the Borrower's and Fairfax County's obligations under this Agreement shall be subject to any applicable limitation on the scope and/or extent of the Borrower's and Fairfax County's authority under State law.

SECTION 32. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 33. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's nor Fairfax County's rights or obligations hereunder nor any interest therein may be assigned or delegated by the Borrower or Fairfax County without the prior written consent of the TIFIA Lender.

SECTION 34. Remedies Not Exclusive. No remedy conferred herein or reserved to the TIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 35. Delay or Omission Not Waiver. No delay or omission of the TIFIA Lender to exercise any right or remedy provided hereunder upon a default of the Borrower or Fairfax County (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or by law to the TIFIA Lender may be exercised from time to time, and as often as may be deemed expedient by the TIFIA Lender.

SECTION 36. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 37. Notices; Payment Instructions. Notices hereunder shall be (a) in writing, (b) effective upon receipt (except as otherwise provided herein) and (c) given by (i) nationally recognized courier service, (ii) hand delivery or (iii) solely with respect to ministerial or non-substantive notices, email, in each case to: **[NOTE TO DRAFT: Fairfax County to update notice address to complete blanks and brackets]**

If to TIFIA Lender	TIFIA Joint Program Office (HITJ) Federal Highway Administration Room E64-301 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Director Email: TIFIACredit@dot.gov
with copies to:	Federal Transit Administration Office of Budget and Policy -TIFIA Room E52-328 1200 New Jersey, Avenue, SE Washington, DC 20590 Federal Transit Administration Region III Office 1760 Market Street, Suite 500 Philadelphia, PA 19103-4124 Office of the Chief Counsel - TIFIA Federal Transit Administration Room E56-314 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Paula L. Schwach, Esq., FTA Counsel for TIFIA
If to Borrower:	Fairfax County Economic Development Authority, Virginia 8300 Boone Boulevard Suite 450 Vienna, VA 22180

	Attention: Executive Director Email: [_____]
with copies to:	[Insert relevant parties]
If to Fairfax County:	County of Fairfax 12000 Government Center Parkway Suite 549 Fairfax, VA 22035 Attention: County Executive
with copies to:	Office of the County Attorney 12000 Government Center Parkway Fairfax, VA 22035 Attention: [County Attorney]

Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a Borrower's Authorized Representative with respect to notices to the Borrower, by a County's Authorized Representative with respect to notices to Fairfax County, or by the TIFIA Lender's Authorized Representative with respect to notices to the TIFIA Lender or the Servicer. The Borrower shall make any payments hereunder or under the TIFIA Bond in accordance with the payment instructions hereafter provided by the TIFIA Lender's Authorized Representative, as modified from time-to-time by the TIFIA Lender's Authorized Representative. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 37 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 37 (or in accordance with the latest unrevoked written direction from the receiving party) and all necessary confirmations have been received in accordance herewith; provided that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

SECTION 38. Effectiveness. This Agreement shall be effective on the Effective Date.

SECTION 39. Termination. This Agreement shall terminate upon payment in full by the Borrower of the TIFIA Loan; provided, however, that the reporting and record keeping requirements of Section 21(b) and (c) and the payment requirements of Section 29 shall survive the termination of this Agreement as provided in such sections.

SECTION 40. Integration. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

SECTION 41. Non-Appropriations. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER**

RELATED DOCUMENT, THE FAILURE OF FAIRFAX COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, TO OR FOR THE ACCOUNT OF THE BORROWER, THE TRUSTEE, THE TIFIA LENDER OR ANY OTHER PERSON ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN "EVENT OF NON-APPROPRIATION") SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT.

SECTION 42. Federal Funding. **NO FEDERAL GRANTS, LOANS, OR OTHER FUNDS ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, INCLUDING THE PROCEEDS OF THE TIFIA LOAN, HAVE BEEN OR WILL BE PROVIDED FOR THE DESIGN, DEVELOPMENT, AND/OR CONSTRUCTION OF THE PARKING FACILITIES. FOR AVOIDANCE OF DOUBT, FAIRFAX COUNTY AND THE TIFIA LENDER ACKNOWLEDGE THAT THE PARKING FACILITIES HAVE NEITHER BEEN SELECTED NOR DESIGNATED A FEDERALLY FUNDED PROJECT UNDER 23 U.S.C. OR 49 U.S.C. AND REMAIN CLASSIFIED AS "CONCURRENT NON-PROJECT ACTIVITIES" BY FTA.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name:_____
Title: _____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Name:_____
Title: _____

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
Name: Gregory G. Nadeau
Title: Acting Administrator

Attachment 3

[SCHEDULES TO TIFIA LOAN AGREEMENT TO BE INSERTED HERE]

Attachment 3

EXHIBIT A

FORM OF TIFIA BOND

[Form of Face of the Bond]

United States of America | Commonwealth of Virginia

Fairfax County Economic Development Authority
Revenue Bond
(Silver Line Phase II Project)
Series 2014
(TIFIA – 2014-1003A)

No. _____ $403,274,894[1]

Interest Rate:	Maturity Date:	Original Issue Date:
____%	April 1, 2046	[_____ __], 2014

Holder/Registered Owner: UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator, or its assigns

Maximum Principal Amount: $403,274,894 (FOUR HUNDRED THREE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY FOUR AND 00/100 Dollars)[1]

Fairfax County Economic Development Authority (the "**Borrower**"), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Holder/Registered Owner named above, or its assigns (the "**TIFIA Lender**"), on the Maturity Date set forth above (or earlier as hereinafter referred to), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the "**Disbursements**") made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the TIFIA Loan Agreement referred to below, being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding Principal Sum all as more fully described in the TIFIA Loan Agreement. The proceeds derived from the issuance of this Bond will be used for the purposes described in the TIFIA Loan Agreement. The registered owner of this Bond is hereby

[1]Such amount shall increase by the amount of interest capitalized pursuant to the terms of the TIFIA Loan Agreement.

authorized to make revisions to the Loan Amortization reflected in Exhibit G to the to the TIFIA Loan Agreement, which is hereby made a part hereof, at any time and from time-to-time pursuant to the TIFIA Loan Agreement to reflect to (i) the amount of each disbursement made thereunder, (ii) any capitalization of interest as provided therein, (iii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower thereunder, (iv) each repayment or prepayment in respect of the principal amount of this Bond. Such revisions shall be deemed conclusive absent manifest error, but no failure to make any such revisions and no error in such revisions shall affect any of the obligations of the Borrower under this Bond or the other TIFIA Loan Documents (as defined in the TIFIA Loan Agreement). The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with Exhibit G to the TIFIA Loan Agreement, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Payments hereon are to be made in accordance with Section 9(e) of the TIFIA Loan Agreement as the same become due. Principal of and interest on this bond (the "**Bond**") shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts. If the Final Maturity Date (as defined in the TIFIA Loan Agreement) is amended pursuant to an amendment of the TIFIA Loan Agreement, the due date of this Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the TIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this Bond without the prior written agreement of the TIFIA Lender.

This Bond is a revenue bond of the Borrower, designated "Revenue Bond (Silver Line Phase II Project), Series 2014", issued under a Trust Agreement, dated as of December 1, 2014 (as amended and supplemented as permitted thereby, being hereinafter referred to as the "Trust Agreement"), by and between the Borrower and the Trustee (hereinafter mentioned). This Bond is being issued to provide financing for a portion of the amount required by the Metropolitan Washington Airports Authority to undertake the Phase II Project (as defined in the Trust Agreement).

U.S. Bank National Association, a national banking association having trust powers, duly organized and doing business under the laws of the United States of America, with a corporate trust office in Richmond, Virginia, has been appointed Trustee, Bond Registrar and Paying Agent for the Bond under the Trust Agreement.

This Bond is issuable as fully registered. At the corporate trust office of the Bond Registrar in Richmond, Virginia, in the manner and subject to the limitations and conditions provided in the Trust Agreement, this Bond may be exchanged for a Bond in the same principal amount of the Series and maturity and bearing interest at the same rate.

The transfer of this Bond is registrable by the Holder hereof by its legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and the TIFIA Loan Agreement, and upon surrender and cancellation of this Bond.

In particular, no transfer of this Bond shall take place except pursuant to the terms of the TIFIA Loan Agreement. In addition, no transfer shall take place unless the Trustee shall have

received from the Borrower an updated schedule showing the Debt Service Requirements of the Bond, a certificate from the Holder requesting and approving such transfer and a certificate from an EDA Representative directing the trustee to transfer the Bond.

Upon the Borrower's receipt of all Advances under the TIFIA Loan Agreement and upon the Trustee's receipt from the Borrower of an updated schedule showing the Debt Service Requirements of the Bond such Bond may be transferred as generally set forth in the Trust Agreement.

Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee in a principal amount equal to the principal amount of this Bond, of the same Series and maturity and bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after such Bond has been selected for redemption.

This Bond is a limited obligation of the Borrower payable solely from amounts constituting part of the Trust Estate (as defined in the Trust Agreement) and from other money pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including the Borrower and Fairfax County, Virginia (the "County") are pledged to the payment of the principal of or the interest on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including the Borrower and the County) to levy any taxes whatever therefor or to make any appropriation for their payment except from the funds pledged therefor. The Borrower has no taxing power.

Reference is made to the TIFIA Loan Agreement, dated as of December [__], 2014 (the as amended and supplemented from time to time, the "TIFIA Loan Agreement"), by and between the Borrower and the United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator, for other covenants and declarations of the Borrower and other terms and conditions upon which this Bond has been issued, which terms and conditions shall for all purposes have the same effect as if fully set forth herein. The Borrower unconditionally covenants that it will keep and perform all of the covenants of this Bond and of the TIFIA Loan Documents (as defined in the TIFIA Loan Agreement) to which the Borrower is a party.

ADDITIONAL PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH SET FORTH HERE.

[18] **IN WITNESS WHEREOF,** Fairfax County Economic Development Authority, Virginia has caused this Bond to be executed with the facsimile signatures of its [Vice] Chairman and its [Assistant] Secretary and a facsimile of its official seal to be imprinted hereon and this Bond to be dated the __ day of _____, 20__.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Attachment 3

VIRGINIA

By [FACSIMILE SIGNATURE]
[Vice] Chairman of the Fairfax County Economic Development Authority
Virginia

By [FACSIMILE SIGNATURE]
[Assistant] Secretary of the Fairfax County Economic Development Authority
Virginia

[FACSIMILE OF OFFICIAL SEAL]

Attachment 3

CERTIFICATE OF AUTHENTICATION

This Bond is a bond issued under the provisions of the within-mentioned Trust Agreement.

_____,
Bond Registrar

By_____
Authorized Signatory

Date of authentication:

_____

[Form of Reverse of the Bond]

The Borrower has entered into a Support Agreement, dated as of December _, 2014 (the "Support Agreement"), with the County pursuant to which the County, subject to the terms and conditions of the Support Agreement, has agreed to pay Basic Payments (as defined in the Support Agreement) for the Project in amounts sufficient to pay the principal of and interest on this Bond and to pay to the Trustee, for the account of the Authority, County Reserve Payments (as defined in the Support Agreement) in an amount equal to any deficiency in the Reserve Fund held by the Trustee under the Trust Agreement and pledged to the payment of this Bond. Under the Trust Agreement and Support Agreement, all such payments by the County are to be deposited to the credit of the Reserve Fund. The obligation of the County under the Support Agreement to make such Basic Payments and County Reserve Payments and make other payments required thereby in any fiscal year of the County is contingent upon the annual appropriation by the Board of Supervisors of the County of funds from which such payments can be made. Under the Trust Agreement, the Borrower has assigned to the Trustee as security for this Bond its rights to receive the payments of such Basic Payments, County Reserve Payments and other payments required by the Support Agreement (other than Additional Payments (as defined in the Support Agreement) and such payments constitute a portion of the "Trust Estate" that is pledged under the Trust Agreement to the payment of this Bond.

Reference is made to the Trust Agreement for a more complete statement of the provisions thereof and of the rights and duties of the Borrower, the Trustee, the Paying Agent for this Bond, the Bond Registrar and the registered owner. A copy of the Trust Agreement is on file and may be inspected at the corporate trust office of the Trustee in Richmond, Virginia. By the purchase and acceptance of this Bond, the Holder hereof signifies assent to all of the provisions of the aforementioned documents.

This Bond is issued and the Trust Agreement was entered into under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the

provisions, restrictions and limitations of Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

This Bond is issuable as a fully registered Bond in equal to the entire principal amount. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Trust Agreement, Bond(s) may be exchanged for one Bond in the same principal amount, bearing interest at the same rate.

The transfer of this Bond is registrable by the Holder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and upon surrender and cancellation of this Bond. Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee, in the same principal amount of this Bond, bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after it has been selected for redemption.

The principal of and interest on this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable in the manner and at the place provided in the TIFIA Loan Agreement.

This Bond shall be subject to mandatory prepayment and redemption in accordance with the TIFIA Loan Agreement and the TIFIA Letter Agreement.

This Bond shall be subject to redemption at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be redeemed are to be determined in accordance with the TIFIA Loan Agreement); provided, however, such redemption shall be in such amounts as provided in the TIFIA Loan Agreement.

The owner of this Bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement or the TIFIA Loan Agreement. Any delay on the part of the owner of this Bond in exercising any right in respect of this Bond shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

Modifications or alterations of the Support Agreement and the Trust Agreement may be made only to the extent and in the circumstances permitted by the Trust Agreement and the TIFIA Loan Agreement.

This Bond is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby certifies that the transfer of the Bond complies with all of the requirements set forth in Section 19 of the TIFIA Loan Agreement (as defined in the Bond), sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

_____

_____

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by:_____

*Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Attachment 3

EXHIBIT B

ANTICIPATED TIFIA LOAN DISBURSEMENT SCHEDULE

County Fiscal Year	Amount
	$

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY COVERED TRANSACTIONS

The undersigned on behalf of [INSERT NAME OF PARTY], hereby certifies that [INSERT NAME OF PARTY] and, to the best of the undersigned's knowledge and belief, its principals (as defined in 2 C.F.R. § 180.995):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three (3) year period preceding the Effective Date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding the Effective Date had one or more public transactions (federal, state or local) terminated for cause or default.

Capitalized terms used in the certificate and not defined shall have the respective meanings ascribed to such terms in the TIFIA Loan Agreement, dated as of [Dated Date], among the TIFIA Lender, Fairfax County and the Borrower, as the same may be amended from time to time.

Dated: _____

[BORROWER / FAIRFAX COUNTY]

By: _____
[Borrower's Authorized Representative][County's Authorized Representative]
Name:
Title:

EXHIBIT D

REQUISITION PROCEDURES

This Exhibit D sets out the procedures which the Borrower and Fairfax County agree to follow in submitting Requisitions for the disbursement of TIFIA Loan proceeds to enable the Borrower, on behalf of Fairfax County, to reimburse MWAA for MWAA's prior payment of Eligible Project Costs incurred in connection with Phase 2. Section 1 sets out the manner in which Requisitions are to be submitted and reviewed. Sections 2 through 4 set out the circumstances in which the TIFIA Lender may reject or correct Requisitions submitted by the Borrower (or Fairfax County, acting on behalf of the Borrower) or withhold a disbursement. The Borrower and Fairfax County expressly agree to the terms hereof, and further agree that (i) the rights of the TIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the TIFIA Lender under the TIFIA Loan Agreement, and (ii) nothing contained herein shall be construed to limit the rights of the TIFIA Lender to take actions, subject to any limitations thereon as set forth in the TIFIA Loan Agreement, including administrative enforcement action and actions for breach of contract against the Borrower or Fairfax County if it fails to carry out its obligations under the TIFIA Loan Agreement during the term thereof.

Section 1. General Requirements. All requests by the Borrower (or Fairfax County, acting on behalf of the Borrower) for the disbursement of TIFIA Loan proceeds shall be made by electronic mail or overnight delivery service by submission to the TIFIA Lender, in accordance with Section 37 of the Agreement, of a Requisition, in form and substance satisfactory to the TIFIA Lender and completed and executed by a Borrower's Authorized Representative and a County's Authorized Representative. The form of Requisition is attached as Appendix One to this Exhibit D. Supporting documentation should be submitted with the Requisition.

The TIFIA Lender agrees to promptly send to the Borrower in accordance with Section 37 of the Agreement, an acknowledgement of receipt of each Requisition in the form attached as Appendix Two to this Exhibit D setting forth the date of receipt by the TIFIA Lender of such Requisition and setting forth the Business Day on which disbursement will be made absent denial by the TIFIA Lender. All disbursement requests must be received by the TIFIA Lender at or before 5:00 P.M. (Eastern Time) on the first Business Day of a calendar month in order to obtain disbursement by the fifteenth (15th) day of such calendar month or, if either such day is not a Business Day, the next succeeding Business Day. If a Requisition is approved by the TIFIA Lender, the TIFIA Lender will notify the Borrower and Fairfax County of such approval and of the amount so approved.

Section 2. Rejection. A Requisition may be rejected by the TIFIA Lender if it is:

(a) submitted without signature;

(b) submitted under signature of a Person other than a Borrower's Authorized Representative or a County's Authorized Representative;

(c) submitted following the disbursement of all proceeds of the TIFIA Loan; or

(d) submitted less than one (1) month after MWAA has submitted a Reimbursement Claims Package which (i) includes invoices and records which evidence all of the Eligible Project Costs requested to be reimbursed with TIFIA Loan proceeds pursuant to such Requisition, (ii) complies with the applicable requirements of the Phase 2 Funding Procedure, and (ii) was expressly approved or not expressly denied by the TIFIA Lender pursuant to the Phase 2 Funding Procedure.

The TIFIA Lender will notify the Borrower and Fairfax County of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified in (a) or (b) above must be resubmitted in proper form in order to be considered for approval. If a Requisition exceeds the balance of the TIFIA Loan proceeds remaining to be disbursed, the request will be treated as if submitted in the amount of the balance so remaining, and the TIFIA Lender will so notify the Borrower and Fairfax County.

Section 3. Correction. A Requisition containing an apparent mathematical error will be corrected by the TIFIA Lender, after telephonic notification to the Borrower or Fairfax County, and will thereafter be treated as if submitted in the corrected amount. The TIFIA Lender will confirm correction of the error, to the Borrower and Fairfax County, in writing.

Section 4. Withholding. The TIFIA Lender shall be entitled to withhold approval of any pending or subsequent requests for the disbursement of TIFIA Loan proceeds if:

(a) an Event of Default under the TIFIA Loan Agreement shall have occurred and be continuing;

(b) the Borrower:

(i) fails to pay any principal or interest on the TIFIA Loan when the same is due and payable; or

(ii) applies TIFIA Loan proceeds for purposes other than payment of, or reimbursement for, Eligible Project Costs which have been the subject of an approved disbursement request hereunder;

(b) the Borrower or Fairfax County:

(i) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable federal or local criminal law, in connection with the transactions contemplated hereby; or

(ii) materially impairs the Project from fulfilling its intended purpose, or prevents or materially impairs the ability of the TIFIA Lender to monitor compliance by the Borrower with applicable federal or local law pertaining to the Project, or with the terms and conditions of the TIFIA Loan Agreement; or

(iii) fails to observe or comply with any applicable federal or local law, or any term or condition of the TIFIA Loan Agreement; or

(iv) fails to deliver documentation evidencing Eligible Project Costs claimed for disbursement at the times and in the manner specified by the TIFIA Loan Agreement; and such failure continues for a period of more than thirty (30) days following written notice from the TIFIA Lender to the Borrower or Fairfax County, the TIFIA Lender shall be entitled to withhold, from any Requisition received after such thirty (30) day period has expired, and until such failure is cured or corrected, an amount determined by the TIFIA Lender (in its sole discretion) to be adequate for the cure or correction of such failure, which amount shall be stated in such notice; provided, that if the nature of the failure is such that it cannot reasonably be cured or corrected within such thirty (30) day period, the TIFIA Lender shall not withhold any disbursement by reason of such failure if the Borrower or Fairfax County commences such cure or correction within such thirty (30) day period and thereafter diligently completes such cure or correction within a further reasonable time period.

The foregoing notwithstanding, if, as of the date of such notice from the TIFIA Lender, the balance of the TIFIA Loan proceeds remaining to be disbursed is less than the amount determined by the TIFIA Lender to be adequate for the cure or correction of such failure, the TIFIA Lender may immediately withhold all further disbursement of TIFIA Loan proceeds until such failure is cured or corrected within the time period specified by the preceding paragraph.

APPENDIX ONE TO EXHIBIT D

FORM OF REQUISITION

United States Department of Transportation
c/o Director, TIFIA Joint Program Office (HITJ)
Federal Highway Administration
Room E64-301
1200 New Jersey Avenue, SE,
Washington, DC 20590

United States Department of Transportation
Federal Transit Administration
Region III Office
1760 Market Street, Suite 500
Philadelphia, PA 19103-4124

[Loan Servicer]
[Address]
[Attention]

Re: DULLES CORRIDOR METRORAIL PROJECT (TIFIA – 2014-1003A)

Ladies and Gentlemen:

Pursuant to Section 4 of the TIFIA Loan Agreement, dated as of December [__], 2014 (the "TIFIA Loan Agreement"), by and between FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "Borrower") and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the "TIFIA Lender"), we hereby request disbursement in the amount of $_____ for Eligible Project Costs. Capitalized terms used but not defined herein have the meaning set forth in the TIFIA Loan Agreement. In connection with this Requisition the undersigned does hereby represent and certify the following:

1. This Requisition is Requisition number _____.

2. The requested date of disbursement is [_____ [15], ____] (the "Disbursement Date"), which is the first Business Day following [_____ 15, ____].

3. The amounts previously disbursed under the TIFIA Loan Agreement aggregate $_____. The amounts previously disbursed under the Trust Agreement and used to pay costs for Phase 2 aggregate $_____. The amounts previously contributed by the Borrower from Dedicated Revenues to pay costs for Phase 2 aggregate $_____. The amounts previously contributed by Fairfax County to pay costs for Phase 2 aggregate $_____. The amounts previously contributed by the Borrower from all other sources to pay costs for Phase 2 aggregate $_____. Based solely on information from MWAA, the amounts previously contributed by MWAA to

pay costs for Phase 2 aggregate $_____.] Based solely on information from MWAA, the amounts previously contributed by Loudoun County to pay costs for Phase 2 aggregate $_____.

4. Based solely on information from MWAA, the amounts hereby requisitioned have been incurred by or for the account of Fairfax County for Eligible Project Costs, and such amounts, together with the amounts set forth in paragraph 3 above, will not exceed as of the requested disbursement date thirty-three percent (33%) of the total amount of the reasonably anticipated Eligible Project Costs set forth in the Financial Plan most recently approved by the TIFIA Lender. Total federal assistance provided to the Project as of the requested disbursement, together with the amounts set forth in paragraph 3 above, does not exceed eighty percent (80%) of Eligible Project Costs.

5. The amount of this Requisition, together with all prior Requisitions, does not exceed the amount of the TIFIA Loan, and the amount of this Requisition together with the sum of all disbursements of TIFIA Loan proceeds made and to be made for the current year will not exceed the cumulative disbursements through the end of the current year as set forth in the Anticipated TIFIA Loan Disbursement Schedule.

6. Based on solely information from MWAA, all amounts requisitioned hereunder are for Eligible Project Costs which have not been paid for or reimbursed by any previous disbursement from TIFIA Loan proceeds.

7. All documentation received from MWAA evidencing the Eligible Project Costs to be paid for or reimbursed by the disbursement has been delivered by Fairfax County at the times and in the manner specified by the TIFIA Loan Agreement.

8. The Borrower is in compliance with all of the terms and conditions of the TIFIA Loan Agreement and the Trust Agreement and there does not currently exist an Event of Default under the TIFIA Loan Agreement or an event of default under the Trust Agreement or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.

9. The representations and warranties of each of the Borrower and Fairfax County set forth in the TIFIA Loan Agreement (including Section 14 and Section 14A thereof) and in each other Related Document to which the Borrower or Fairfax County is a party are true and correct in all material respects (except to the extent any representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of the date hereof and each date on which a disbursement is made, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct in all material respects (except to the extent any such representation and warranty itself is qualified by "materiality," "Material Adverse Effect" or a similar qualifier, in which case, it shall be true and correct in all respects) as of such earlier date). **[**The representations and warranties of each of the Borrower and Fairfax County set forth in the TIFIA Loan Agreement (including Section 14 and Section 14A thereof) and in each other Related Document are true and correct as of the Effective Date

and as of the date of the initial disbursement of the TIFIA Loan, except to the extent such representations and warranties expressly relate to an earlier date (in which case, such representations and warranties shall be true and correct as of such earlier date).**]**[1]

10. As of the date hereof and on the Disbursement Date (immediately after giving effect to the above-requested disbursement of TIFIA Loan proceeds), (i) no Event of Default or event of default under any other Related Document and (ii) no event which with the giving of notice or the passage of time or both would constitute an Event of Default or event of default under any Related Document, in each case, has occurred and is continuing.

11. As of the date hereof and on the Disbursement Date (immediately after giving effect to the above-requested disbursement of TIFIA Loan proceeds), (i) there does not currently exist any event of default, or any event which with the giving of notice or the passage of time or both would constitute any such event of default, with respect to any indebtedness secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County and (ii) with respect to all payment obligations of Fairfax County, including lease obligations, secured in whole or in part by or payable from amounts subject to appropriation by Fairfax County, Fairfax County has appropriated funds as and when required and in amounts sufficient to satisfy Fairfax County's payment obligations with respect thereto heretofore due and payable.

12. No Material Adverse Effect, or any event or condition that could reasonably be expected to have a Material Adverse Effect, has occurred since March 27, 2014.

13. The undersigned acknowledges that if the Borrower or Fairfax County makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower or Fairfax County the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Government deems appropriate; provided, however, that neither the Borrower nor Fairfax County shall be responsible for the truth, accuracy or completeness of any information provided to the Borrower or Fairfax County by a third party which the Borrower or Fairfax County passes on in any claim, statement, submission, certification or representation to the Government. Notwithstanding anything herein to the contrary, neither the Borrower nor Fairfax County makes any claim, statement, submission, certification or representation herein to the Government with respect to any information supplied to the Borrower or Fairfax County by any third party, including MWAA, WMATA or the TIFIA Lender.

14. A copy of this requisition has been delivered to each of the above named addressees.

15. The undersigned is duly authorized to execute and deliver this requisition on behalf of Fairfax County or the Borrower (as applicable).

---

[1] Insert only in the Requisition delivered in respect of the initial disbursement of the TIFIA Loan.

16. [Add wire instructions for U.S. Bank National Association.]

Date: _____

_____
County's Authorized Representative

Name: _____
Title: _____

In connection with this Requisition, the undersigned does hereby represent and certify solely as to the matters set forth in paragraphs 8, 9, 10, 12, 13 and 15, in each case, as it relates to the Borrower.

_____
Borrower's Authorized Representative

Name: _____
Title: _____

Attachment 3

APPENDIX TWO TO EXHIBIT D

FORM OF ACKNOWLEDGMENT OF RECEIPT OF

REQUISITION FOR DISBURSEMENT OF TIFIA LOAN PROCEEDS

Fairfax County Economic Development Authority
8300 Boone Boulevard
Suite 450
Vienna, VA 22180

Re: Receipt of Requisition for Disbursement of TIFIA Loan Proceeds

Ladies and Gentlemen:

Pursuant to Section 4 of the TIFIA Loan Agreement, dated as of December [__], 2014 by and among FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "Borrower"), the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the "TIFIA Lender"), the undersigned authorized representative of the TIFIA Lender hereby acknowledges receipt of the attached Requisition for Disbursement of TIFIA Loan proceeds (the "Requisition") from Fairfax County and the Borrower. In connection therewith, we hereby represent and certify the following:

1. The date of receipt of the Requisition is _____.

2. Unless this Requisition is denied, disbursement shall be made on or before _____.

Date:

_____
TIFIA Lender's Authorized Representative

Name: _____
Title: _____

APPENDIX THREE TO EXHIBIT D

[APPROVAL/DISAPPROVAL] OF THE TIFIA LENDER

(To be delivered to the Borrower)

Requisition Number_____ is [approved] [approved in part][2] [not approved][3] by the TIFIA Lender (as defined herein) pursuant to Section 4 of the TIFIA Loan Agreement, dated as of December [__], 2014 by and among Fairfax County Economic Development Authority (the "Borrower"), the Board of Supervisors of Fairfax County, Virginia, and the United States Department of Transportation, acting by and through the Federal Highway Administrator (the "TIFIA Lender").

Any determination, action or failure to act by the TIFIA Lender with respect to the Requisition set forth above, including the withholding of a disbursement, shall be at the TIFIA Lender's sole discretion, and in no event shall the TIFIA Lender be responsible for or liable to the Borrower for any and all consequence(s) which are the result thereof.

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
TIFIA Lender's Authorized Representative

Name: _____
Title: _____
Dated: _____

[2] Those portions of the requisitions that are approved and those portions that are not approved are described in Schedule A attached hereto, with explanations for items not approved.

[3] Attached hereto as Exhibit A are reasons for denial of approval.

Attachment 3

EXHIBIT E

[NOT USED]

Attachment 3

EXHIBIT F

PHASE 2 FUNDING PROCEDURE

Attachment 3

EXHIBIT G

TIFIA DEBT SERVICE

Attachment 3

EXHIBIT H-1

FORM OF OPINION OF COUNSEL TO BORROWER

The following is an indicative list of matters to be covered in the opinion of counsel to the Borrower.

An opinion of the counsel of the Borrower, dated the Effective Date, to the effect that: (a) the Borrower is duly formed, validly existing and in good standing under the laws of the Commonwealth of Virginia; (b) the Borrower has all requisite corporate power and authority to conduct its business and governmental functions and to execute and deliver, and to perform its obligations under, the Related Documents to which it is a party; (c) the execution and delivery by the Borrower of, and the performance of its obligations under, the Related Documents to which it is a party, have been duly authorized by all necessary corporate action; (d) the Borrower has duly executed and delivered each Related Document to which it is a party and each such Related Document constitutes the legal, valid and binding obligation of the Borrower under the laws of the Commonwealth of Virginia, enforceable against the Borrower in accordance with their respective terms; (e) no authorization, consent or other approval of, or registration, declaration or other filing with any governmental authority of the Commonwealth of Virginia is required on the part of the Borrower for the execution and delivery by the Borrower of, and the performance of its obligations under, the Related Documents; (f) the execution and delivery by the Borrower of, and its compliance with the provisions of the Related Documents do not (i) violate the applicable laws or other constitutional documents (as applicable) that are the basis for the existence and authority of the Borrower, (ii) violate the law of the Commonwealth of Virginia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which the Borrower is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower presently is subject; and (g) to our knowledge after due inquiry, there are no actions, suits, proceedings or investigations against the Borrower by or before any court, arbitrator or any other governmental authority in connection with the Related Documents that are pending.

Attachment 3

EXHIBIT H-2

FORM OF OPINION OF BOND COUNSEL

The following is an indicative list of matters to be covered in the opinion of bond counsel to the Borrower.

An opinion of the counsel of the Borrower, dated the Effective Date, to the effect that: (a) [customary opinions regarding the creation and perfection of security interests under all federal and state laws applicable to the Trust Estate]; and (b) the Borrower is not an investment company required to register under the Investment Company Act of 1940, as amended.

EXHIBIT H-3

FORM OF OPINION OF COUNSEL TO FAIRFAX COUNTY

The following is an indicative list of matters to be covered in the opinion of counsel to Fairfax County.

An opinion of the counsel of Fairfax County, dated the Effective Date, to the effect that: (a) Fairfax County is duly formed, validly existing and in good standing under the laws of the Commonwealth of Virginia; (b) Fairfax County has all requisite corporate power and authority to conduct its business and governmental functions and to execute and deliver, and to perform its obligations under, the Related Documents to which it is a party; (c) the execution and delivery by Fairfax County of, and the performance of its obligations under, the Related Documents to which it is a party, have been duly authorized by all necessary corporate action; (d) Fairfax County has duly executed and delivered each Related Document to which it is a party and each such Related Document constitutes the legal, valid and binding obligation of Fairfax County under the laws of the Commonwealth of Virginia, enforceable against Fairfax County in accordance with their respective terms; (e) no authorization, consent or other approval of, or registration, declaration or other filing with any governmental authority of the Commonwealth of Virginia is required on the part of Fairfax County for the execution and delivery by Fairfax County of, and the performance of its obligations under, the Related Documents; (f) the execution and delivery by Fairfax County of, and its compliance with the provisions of the Related Documents do not (i) violate the applicable laws or other constitutional documents (as applicable) that are the basis for the existence and authority of Fairfax County, (ii) violate the law of the Commonwealth of Virginia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to such counsel to which Fairfax County is a party, or to the best of such counsel's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which Fairfax County presently is subject; (g) Fairfax County is not an investment company required to register under the Investment Company Act of 1940, as amended; and (h) to our knowledge after due inquiry, there are no actions, suits, proceedings or investigations against Fairfax County by or before any court, arbitrator or any other governmental authority in connection with the Related Documents that are pending.

Attachment 3

EXHIBIT I

SECTIONS 502 AND 503 OF THE TRUST AGREEMENT

Attachment 3

EXHIBIT J

FORM OF CERTIFICATE OF TRUSTEE

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

TIFIA Bond,
Dulles Corridor Metrorail Project
(TIFIA-2014-1003A)

The undersigned, U.S. Bank National Association (the "***Trustee***"), by its duly appointed, qualified and acting [_____], certifies with respect to the above referenced bond (the "***TIFIA Bond***") dated as of December [__], 2014, as follows (capitalized terms used in this certificate which are not otherwise defined shall have the meanings given to such terms in the Trust Agreement (as defined below)):

1. That the Trustee is a national association duly organized and validly existing under the laws of the United States of America and is duly licensed and in good standing under the laws of the Commonwealth of Virginia.

2. All approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the documents pertaining to the issuance of the TIFIA Bond have been obtained and are in full force and effect.

3. That the documents pertaining to the issuance of the TIFIA Bond to which the Trustee is a party were executed and the TIFIA Bond was authenticated on behalf of the Trustee by one or more of the persons whose names and offices appear on Exhibit A attached hereto and made part hereof, that each person was at the time of the execution of such documents and the authentication of the TIFIA Bond and now is duly appointed, qualified and acting incumbent of his or her respective office, that each such person was authorized to execute such documents and to authenticate the TIFIA Bond, and that the signature appearing after the name of each such person is a true and correct specimen of that person's genuine signature.

4. That the undersigned is authorized to act as Trustee and accept the trusts conveyed to it under the Trust Agreement ("***Trusts***"), has accepted the Trusts so conveyed and in so accepting the Trusts and so acting is in violation of no provision of its articles of association or bylaws, any law, regulation or court or administrative order or any agreement or other instrument to which it is a party or by which it may be bound.

5. That attached to this Certificate as Exhibit B is a full, true and correct copy of excerpts from resolutions of the board of directors of the Trustee and other applicable documents which evidence the Trustee's trust powers and the authority of the officers referred to above to act on behalf of the Trustee; and that these excerpts and other applicable documents were in effect on the date or dates such officers acted and remain in full force and effect today.

6. That receipt is acknowledged of all instruments, certifications and other documents or confirmations required to be received by the Trustee pursuant to Section 208 of that certain Trust Agreement (the "***Trust Agreement***"), dated as of December [1], 2014, between the Fairfax County Economic Development Authority (the "***Authority***") and the Trustee.

7. That receipt is also acknowledged of that certain TIFIA Loan Agreement, dated as of December [__], 2014 (the "***TIFIA Loan Agreement***"), among the Authority, the Board of Supervisors of Fairfax County, Virginia, and the United States Department of Transportation (the "***TIFIA Bondholder***").

8. That U.S. Bank National Association also accepts its appointment and agrees to perform the duties and responsibilities of Trustee and of Bond Registrar and Paying Agent for and in respect of the TIFIA Bond as set forth in the Trust Agreement and the TIFIA Loan Agreement, including from time to time redeeming all or a portion of the TIFIA Bond as provided in the Trust Agreement. In accepting such duties and responsibilities, the Trustee shall be entitled to all of the privileges, immunities, rights and protections for the benefit of the Trustee set forth in Article IX of the Trust Agreement, and, in any event, shall not be liable in connection with such performance except to the extent of its negligence or willful misconduct.

9. That all Funds for the payment of the TIFIA Bond pursuant to the Trust Agreement (including, but not limited to, the Construction Fund) have been established as provided in the Trust Agreement.

[SIGNATURE PAGE FOLLOWS]

Attachment 3

Dated: [_____], 2014

U.S. BANK NATIONAL ASSOCIATION

By: _____
Its:

Attachment 3

EXHIBIT A TO EXHIBIT J

OFFICERS OF TRUSTEE

Attachment 3

EXHIBIT B TO EXHIBIT J

[RESOLUTIONS OF BOARD OF DIRECTORS OF TRUSTEE]

Attachment 4

LETTER AGREEMENT

THIS **LETTER AGREEMENT** (this "**Agreement**"), dated as of December [__], 2014, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**State**") with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 ("**Fairfax County**"), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator, with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590 (the "**TIFIA Lender**").

RECITALS:

WHEREAS, Fairfax County Economic Development Authority, a political subdivision of the Commonwealth (the "**Borrower**"), Fairfax County and the TIFIA Lender have entered into that certain TIFIA Loan Agreement, dated as of the date hereof (as may be amended, supplemented or otherwise modified in writing from time to time, the "**Loan Agreement**"), pursuant to which, among other things, the TIFIA Lender has extended certain commitments to make loans and other credit accommodations to, and for the benefit of, the Borrower, to be used to pay a portion of the Eligible Project Costs related to Phase 2.

WHEREAS, pursuant to the 2011 MOA, Fairfax County agreed to use its best efforts to secure Additional Funding Sources (as defined in the 2011 MOA) to fund the cost of the design and construction of the Parking Facilities, thereby tentatively separating the Parking Facilities from the scope of the Project to be financed in accordance with the 2007 Funding Agreement;

WHEREAS, Fairfax County has committed to fund, design and construct the Parking Facilities, which are classified as "Concurrent Non-Project Activities" by the FTA, separately from the funding arrangements established for Phase 2 with funds from sources other than the TIFIA Loan, contingent upon Fairfax County, the Borrower, and the TIFIA Lender entering into the Loan Agreement as described above;

WHEREAS, the TIFIA Lender is prepared to extend credit upon the terms and conditions of the Loan Agreement and this Agreement, including, among other things, Fairfax County's commitment to develop, design, construct, operate and maintain the Parking Facilities separate from the Project with funds from sources other than the TIFIA Loan; and

WHEREAS, the TIFIA Lender has requested Fairfax County, and Fairfax County has agreed, to enter into this Agreement to memorialize certain understandings in respect of the Parking Facilities.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **DEFINED TERMS**. Capitalized terms used in this Agreement shall have the meanings (a) set forth below in this Section 1 or (b) to the extent not otherwise defined herein, given to such terms in the Loan Agreement.

"**Parking Facilities Substantial Completion Date**" means the date as of which the Parking Facilities have been built and opened to vehicular traffic and parking by the general public.

"**Parking Facilities Substantial Completion Deadline**" means the one hundred eightieth (180th) day after the Substantial Completion Date.

"**Recovery Plan**" means a recovery plan with respect to the construction and development of the Parking Facilities that has been prepared by Fairfax County and delivered to the TIFIA Lender, which plan includes a certificate from Fairfax County concluding that the Parking Facilities Substantial Completion Date is likely to occur by the date specified in such recovery plan.

"**Uncontrollable Force**" means any cause beyond the control of Fairfax County, including: (a) a tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God (provided that Fairfax County shall not be required to settle any strike or labor disturbance in which it may be involved) or (b) an order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of Fairfax County and Fairfax County does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of Fairfax County.

2. **AGREEMENTS**.

2.1 Parking Facilities.

(a) Fairfax County hereby covenants to build the Parking Facilities and open the Parking Facilities to vehicular traffic and parking by the general public on or before the Parking Facilities Substantial Completion Deadline. Fairfax County may comply with this requirement by causing a third party to build and open the Parking Facilities by such date.

(b) If for any reason the Parking Facilities Substantial Completion Date does not occur on or before the Substantial Completion Date, Fairfax County shall have until the Parking Facilities Substantial Completion Deadline to cure such failure to complete the Parking Facilities. If for any reason the Parking Facilities Substantial Completion Date does not occur on or before the Parking Facilities Substantial Completion Deadline, then the TIFIA Lender may:

(i) require Fairfax County, no later than five (5) Business Days following delivery of written notice from the TIFIA Lender to Fairfax County (but in no event prior to the next Business Day after the Parking Facilities Substantial Completion Deadline), to (A) pay over to the Borrower an amount equal to one hundred percent (100%) of the Outstanding TIFIA Loan Balance and any accrued interest thereon as of the Parking Facilities Substantial Completion Deadline (the "**Parking Facilities Prepayment Amount**") and (B) cause the Borrower to prepay the TIFIA Loan, without penalty or premium, in an amount equal to the Parking Facilities Prepayment Amount; and

(ii) to the extent any portion of the TIFIA Loan remains undisbursed, in the TIFIA Lender's sole discretion, cease or suspend making further disbursements under the Loan Agreement;

provided, however, if and to the extent any failure of the Parking Facilities Substantial Completion Date to occur on or before the Parking Facilities Substantial Completion Deadline is the result of an Uncontrollable Force, then Fairfax County shall be excused from the performance of its obligations under clauses (i) and (ii) of this Section 2.1(b) so long as, within ninety (90) days of the occurrence of such Uncontrollable Force, Fairfax County shall have provided the TIFIA Lender with a Recovery Plan, which Recovery Plan shall be subject to the TIFIA Lender's approval (which approval shall not be unreasonably withheld). In the event the Borrower shall have prepaid the TIFIA Loan as contemplated by clause (i)(B) this Section 2.1(b), Fairfax County shall be deemed to have cured its failure to build the Parking Facilities and open the Parking Facilities to vehicular traffic and parking by the general public on or before the Parking Facilities Substantial Completion Deadline and no Covenant Default shall be permitted to be declared or continue to exist as a result of such failure.

(c) The Project does not include the Parking Facilities. Fairfax County shall not use proceeds from the TIFIA Loan or any other federal source of funds to pay any costs associated with the Parking Facilities. Fairfax County shall not take, or permit any other Person to take, any action which results or could reasonably be expected to result in all or any portion of the development, design, construction, operation or maintenance of the Parking Facilities to constitute part of the Project to be funded pursuant to the 2007 Funding Agreement, including in accordance with Section 3.2(d) of the 2011 MOA.

2.2 Notices; Accounting and Audit Procedures; Reports and Records; Oversight and Monitoring.

(a) Fairfax County shall, within five (5) Business Days after Fairfax County learns of the occurrence thereof, give the TIFIA Lender written notice of any of the following events, setting forth details of such event:

(i) any event or circumstances that is reasonably likely to cause the Parking Facilities Substantial Completion Date to be delayed beyond the Substantial Completion Date;

(ii) the occurrence of any Uncontrollable Force affecting the Parking Facilities; and

(iii) the occurrence of the Parking Facilities Substantial Completion Date.

(b) Until the Parking Facilities Substantial Completion Date, Fairfax County shall provide to the TIFIA Lender copies of any publicly-available interim progress reports regarding the Parking Facilities that Fairfax County provides to its Board of Supervisors, as and when delivered to the Board of Supervisors. In the event that any such report indicates a failure to achieve the Parking Facilities Substantial Completion Date by the Substantial Completion Date, Fairfax County shall provide to the TIFIA Lender such reports, documentation or other information as shall be reasonably requested by the TIFIA Lender.

(c) In the event that the estimated Parking Facilities Substantial Completion Date is delayed beyond the Substantial Completion Date, Fairfax County shall provide to the TIFIA Lender and the FTA such reports, documentation or other information as requested by the TIFIA Lender or the FTA.

2.3 No Liability. Fairfax County acknowledges and agrees that neither the TIFIA Lender nor any of its designees shall have any liability or obligation in respect of the Parking Facilities as a result of this Agreement, the Loan Agreement or otherwise.

2.4 False Statements. Fairfax County acknowledges that if Fairfax County makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Parking Facilities, the Government reserves the right to impose on the Fairfax County the penalties of 18 U.S.C. § 1001, to the extent the Government deems appropriate; provided, however, that neither the Borrower nor Fairfax County shall be responsible for the truth, accuracy or completeness of any information provided to the Borrower or Fairfax County by a third party which the Borrower or Fairfax County passes on in any claim, statement, submission, certification or representation to the Government.

3. **REPRESENTATIONS AND WARRANTIES**.

Fairfax County hereby represents and warrants that, as of the Effective Date:

3.1 Organization. Fairfax County is a political subdivision of the State, validly existing and in good standing, has full legal right, power and authority to enter into this Agreement, and to carry out and consummate all transactions contemplated hereby and has duly authorized the execution, delivery and performance of this Agreement.

3.2 Officer's Authorization. As of the Effective Date, the person executing this Agreement on behalf of Fairfax County is fully authorized to execute the same.

3.3 Due Execution; Enforceability. This Agreement has been duly authorized, executed and delivered by Fairfax County and constitutes the legal, valid and binding agreement

of Fairfax County enforceable in accordance with its terms, except as such enforceability (a) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (b) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

3.4 Non-Contravention. The execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement and the fulfillment of or compliance with the terms and conditions of this Agreement will not conflict in any material respect with, or constitute a violation, breach or default (with due notice or the passage of time or both) by Fairfax County of or under, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any other Related Document or any other indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which Fairfax County is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Fairfax County or the Dedicated Revenues.

3.5 Consents and Approvals. No consent or approval of any trustee, holder of any indebtedness of Fairfax County or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with (a) the execution and delivery by Fairfax County of this Agreement, except as have been obtained or made and as are in full force and effect, or (b)(i) the consummation of any transaction contemplated by this Agreement or (ii) the fulfillment of or compliance by Fairfax County with the terms and conditions of this Agreement, except as have been obtained or made and as are in full force and effect or as are ministerial in nature and can reasonably be expected to be obtained or made in the ordinary course on commercially reasonable terms and conditions when needed.

3.6 Litigation. As of the Effective Date, to the knowledge of Fairfax County, there is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending, threatened against or affecting the Parking Facilities, which could reasonably be expected to result in a material adverse change in Fairfax County's ability to cause the Parking Facilities to be completed and opened to the public for vehicular parking prior to the then projected Substantial Completion Date. Notwithstanding the foregoing, the parties acknowledge that one or more proceedings [are pending][may be brought] in Fairfax County Circuit Court relating to the validation of certain bonds proposed to be issued to finance all or a portion of the Parking Facilities.

3.7 NEPA. As of the Effective Date, to the knowledge of Fairfax County, the Parking Facilities are in compliance with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.).

3.8 Sufficient Funds. No "Funding Shortfall" (as such term is used in the 2011 MOA) shall have occurred with respect to Fairfax County pursuant to Section 3.2(d) of the 2011 MOA.

4. **MISCELLANEOUS**.

4.1 Interpretation. The principles of construction and interpretation set forth in Section 2 of the Loan Agreement shall apply to, and are hereby incorporated by reference in, this Agreement.

4.2 Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the prior written consent of each of the parties hereto.

4.3 Governing Law. This Agreement shall be governed by the federal laws of the United States if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable. Notwithstanding the foregoing, Fairfax County's obligations under this Agreement shall be subject to any applicable limitation on the scope and/or extent of Fairfax County's authority under State law.

4.4 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

4.5 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither Fairfax County's rights or obligations hereunder nor any interest therein may be assigned or delegated by Fairfax County without the prior written consent of the TIFIA Lender.

4.6 Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

4.7 Notices. Notices hereunder shall be (a) in writing, (b) effective upon receipt (except as otherwise provided herein) and (c) given by (i) nationally recognized courier service, (ii) hand delivery or (iii) solely with respect to ministerial or non-substantive notices, email, in each case to:

If to TIFIA Lender	TIFIA Joint Program Office (HITJ) Federal Highway Administration Room E64-301 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Director

	Email: TIFIACredit@dot.gov
with copies to:	Federal Transit Administration Office of Budget and Policy -TIFIA Room E52-328 1200 New Jersey, Avenue, SE Washington, DC 20590
	Federal Transit Administration Region III Office 1760 Market Street, Suite 500 Philadelphia, PA 19103-4124
	Office of the Chief Counsel - TIFIA Federal Transit Administration Room E56-314 1200 New Jersey Avenue, SE Washington, DC 20590 Attention: Paula L. Schwach, Esq., FTA Counsel for TIFIA
If to Fairfax County:	County of Fairfax 12000 Government Center Parkway Suite 552 Fairfax, VA 22035 Attention: County Executive
with copies to:	Office of the County Attorney 12000 Government Center Parkway Fairfax, VA 22035 Attention: County Attorney

Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time to time by a County's Authorized Representative, with respect to notices to Fairfax County, or by the TIFIA Lender's Authorized Representative, with respect to notices to the TIFIA Lender. Each such notice, request or communication shall be effective (x) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section 4.7 (or in accordance with the latest unrevoked written direction from the receiving party) and (y) if given by email, when such email is delivered to the address specified in this Section 4.7 (or in accordance with the latest unrevoked written direction from the receiving party) and all necessary confirmations have been received in accordance herewith; provided that notices received on a day that is not a Business Day or after 5:00 p.m. Eastern Time on a Business Day will be deemed to be effective on the next Business Day.

4.8 Termination. This Agreement shall terminate upon the payment in full by the Borrower of the TIFIA Loan or, if earlier and if occurring prior to the Parking Facilities Substantial Completion Deadline, the Parking Facilities Substantial Completion Date.

4.9 Integration. This Agreement and the 2011 MOA, constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

4.10 Non-appropriation. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER RELATED DOCUMENT, THE FAILURE OF FAIRFAX COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, TO OR FOR THE ACCOUNT OF THE BORROWER, THE TRUSTEE, THE TIFIA LENDER OR ANY OTHER PERSON ON ACCOUNT OF AN EVENT OF NON-APPROPRIATION SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT.**

4.11 Federal Funding. **NO FEDERAL GRANTS, LOANS, OR OTHER FUNDS ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION, INCLUDING THE PROCEEDS OF THE TIFIA LOAN, HAVE BEEN OR WILL BE PROVIDED FOR THE DESIGN, DEVELOPMENT, AND/OR CONSTRUCTION OF THE PARKING FACILITIES. FOR AVOIDANCE OF DOUBT, FAIRFAX COUNTY AND THE TIFIA LENDER ACKNOWLEDGE THAT THE PARKING FACILITIES HAVE NEITHER BEEN SELECTED NOR DESIGNATED A FEDERALLY FUNDED PROJECT UNDER 23 U.S.C. OR 49 U.S.C. AND REMAIN CLASSIFIED AS "CONCURRENT NON-PROJECT ACTIVITIES" BY FTA.**

[*The Remainder of this Page is Intentionally Left Blank*]

Attachment 4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Name:_____
Title: _____

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
Name: Gregory G. Nadeau
Title: Acting Administrator

Attachment 5

PROJECT AGREEMENT -- PHASE II DULLES RAIL

by and among

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

and

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT

Dated as of

_____, 2014

ACTIVE 204438446v.3

Attachment 5

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Attachment 5

PROJECT AGREEMENT -- PHASE II DULLES RAIL

THIS PROJECT AGREEMENT is made as of ____, 2014 ("Project Agreement"), by and among the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY** ("EDA"), and the **PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT** (the "District") (the County, EDA, and the District sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

R. 1. Washington Metropolitan Transit Authority ("WMATA"), the Metropolitan Washington Airports Authority ("MWAA"), the County and Loudoun County, Virginia ("Loudoun County") have undertaken a project consisting of an extension of the Metrorail transportation system by approximately 23 miles, from the existing Metrorail Orange Line near East Falls Church Station, through Tyson's Corner, along the Dulles Corridor from Tyson's Corner to the border of Fairfax County, into Dulles International Airport, and terminating at Route 772 in Loudoun County, Virginia (the "Project").

R. 2. To assist the County in meeting its agreed financial commitments for Phase II of the Project, which include a portion of the costs of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (defined hereinafter) and described more completely in Exhibit A to this Project Agreement (the "Phase II Project" or the "Silver Line Phase II"), there was created pursuant to Virginia Code §33.1-430 - §33.1-446 (the "District Act") the Phase II Dulles Rail Transportation Improvement District (the "District"), the governing body of which is the Phase II Dulles Rail Transportation Improvement District Commission (the "Commission").

R. 3. Pursuant to the District Act, the District has requested that the County levy a Special Improvements Tax and collect Special Tax Revenues (each as defined herein) to pay for a portion of the cost of the Phase II Project.

R. 4. The Parties now desire to enter into this Project Agreement to (1) set forth the agreement of the County to maintain and enforce existing contractual arrangements with MWAA relating to the construction of the Phase II Project; (2) set forth the agreement and respective responsibilities of the Parties regarding the method of payment of a portion of the debt service on the EDA's Revenue Bond (Silver Line Phase II Project), Series 2014 (the "Series 2014 Bond") issued as evidence of EDA's obligation to repay a draw down loan provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 (the "TIFIA Loan") for purposes of financing a portion of the County's financial commitment for the Phase II Project and (3) request the Board of Supervisors of

the County (the "Board of Supervisors") to continue to levy a Special Improvements Tax and collect and provide Special Tax Revenues for use in accordance with the District Act to support such method of financing.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and agreements contained in this Project Agreement, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. The following words as used in this Project Agreement shall have the following meanings unless a different meaning clearly appears from the context:

"Board of Supervisors" means the governing body of the County.

"Bonds" means the bonds, other parity indebtedness or subordinate indebtedness that may be issued by EDA secured by Special Tax Revenues to provide, with other District funds (including the Phase II Tax District Allocable Portion of the TIFIA Bond), up to $330,000,000 for capital costs of the Phase II Project in accordance with this Project Agreement plus the amount of any debt service reserves. "Bonds" also includes any bonds issued by EDA to refund all or any of the Bonds or bonds that shall have refunded bonds that have refunded Bonds, provided that either (i) the annual debt service on such refunding bonds shall be equal to or less than the annual debt service on the bonds refunded or (ii) the District and the County shall have given their prior written consent to the issuance of such refunding bonds.

"Commission" means the Phase II Dulles Rail Transportation Improvement District Commission, the governing body of the District created pursuant to the District Act.

"County" means Fairfax County, Virginia.

"Debt Service" means the aggregate debt service obligation on the TIFIA Bond scheduled to become due in any particular Fiscal Year.

"District" means the Phase II Dulles Rail Transportation Improvement District created by the County pursuant to the District Act.

"District Act" means the Chapter 611 of the 2001 Virginia Acts of Assembly, codified as Title 33.1, Chapter 15, "Transportation Districts within Certain Counties," Virginia Code § 33.1-430 through §33.1-446, as amended.

"District Revenue Fund" shall mean the fund held by the County containing the Special Tax Revenues collected and any interest earnings thereon.

"District Obligation" means that portion of the cost of the Phase II Project for which the County is responsible under the Funding Agreement, for which, as between the County and the District, the District has assumed financial responsibility and for which EDA agrees to issue Bonds.

"EDA" means the Fairfax County Economic Development Authority, created pursuant to the EDA Act, and its successors.

"EDA Act" means Chapter 643 of the 1964 Virginia Acts of Assembly, as amended.

"Effective Date" means the date of this Project Agreement.

"Fiscal Year" means the twelve-month period beginning on July 1 of one calendar year and ending on June 30 of the following calendar year or such other fiscal year of twelve months as may be determined by the Parties.

"Funding Agreement" means the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into July 19, 2007, among the County, Loudoun County and MWAA.

"MWAA" means the Metropolitan Washington Airports Authority, a body corporate and politic created by the Commonwealth of Virginia and the District of Columbia with the consent of the Congress of the United States.

"Phase II Project" or "Silver Line Project Phase II" means the acquisition, construction and placement into operation of transit facilities capable of providing rail service for the Metrorail transportation system from a point of connection starting from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, [including the three Metrorail stations located within the boundaries of the District, as more particularly described in Exhibit A.]

"Phase II Tax District Allocable Portion of the TIFIA Bond" means $219,000,000 of the outstanding principal amount of the TIFIA Bond, plus any capitalized interest accruing on such principal amount or such lesser amount as may be drawn to meet the District Obligation,

"Reserve Fund" means the fund established in the Trust Agreement to serve as a debt service reserve for the TIFIA Bond.

"Special Improvements Tax" means a special improvements tax levied and payable not less frequently than annually on taxable real estate zoned for commercial or industrial use or used for such purposes and taxable leasehold interests zoned for commercial or industrial use or used for such purposes and located within the District.

"Special Tax Revenues" means the revenues collected from the levy of the Special Improvements Tax.

"Term" means the period specified in Section 501 of this Project Agreement.

"TIFIA Bond" means the bond issued by EDA to the United States Department of Transportation in a principal amount of up to $403,274,894 plus unpaid accrued interest on such amount to finance a portion of the County's obligation to finance costs of the Phase II Project.

"TIFIA Loan" means the draw down loan provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 payment thereof which is evidenced by the TIFIA Bond.

"Trust Agreement" means the trust agreement, to be entered into between EDA and the bank or trust company relating to the TIFIA Bond.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Project Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Project Agreement.

(c) The headings and Table of Contents herein are solely for convenience and shall not constitute a part of this Project Agreement.

(d) [Computations of the Phase II Tax District Allocable Portion of the TIFIA Bond Debt Service payable in any Fiscal Year shall exclude any debt service payment payable on the first day of such Fiscal Year and shall include any debt service payable payment on the first day of the next succeeding Fiscal Year.]

ARTICLE II

REPRESENTATIONS

Section 201. Representations of the County. The County makes the following representations as of the Effective Date in connection with its undertakings under this Project Agreement:

(a) The County (i) has the power to enter into and to carry out its obligations under this Project Agreement and (ii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this Project Agreement.

(b) The County is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such an event of default.

(c) The execution and delivery of and compliance by the County with the terms and conditions of this Project Agreement will not conflict with or constitute or result in a default under, or violation of, (i) any existing law, rule or regulation applicable to the County or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation that would materially and adversely affect the County's performance of its material obligations under this Project Agreement.

(d) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by the County of its obligations under this Project Agreement.

(e) Except as identified in Exhibit B, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the County's knowledge, threatened against it with respect to (i) its authority to execute and deliver this Project Agreement; (iii) the validity or enforceability of this Project Agreement; (iv) the title of any officer of the County who executed this Project Agreement; or (v) any authority or proceedings related to the execution and delivery of this Project Agreement on behalf of the County, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 202. Representations of EDA. EDA makes the following representations as of the Effective Date in connection with its undertakings under this Project Agreement:

(a) EDA is duly organized under the EDA Act.

(b) EDA (i) has the power to enter into this Project Agreement and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this Project Agreement; and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this Project Agreement.

(c) EDA is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such

an event of default; provided, however, that this representation shall be limited to bonds and other obligations of EDA for which the County or the District, or either of them, is directly or indirectly liable for the debt service thereon or for deficiencies in reserves that secure such bonds.

(d) The execution and delivery of and compliance by EDA with the terms and conditions of this Project Agreement will not conflict with or constitute or result in a default under or violation of (i) the EDA Act or any other existing law, rule or regulation applicable to EDA, or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which EDA or any of its assets is subject where the default or violation does or could materially adversely affect the ability of EDA to discharge its obligations under this Project Agreement, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by EDA of its obligations under this Project Agreement.

(f) Except as identified in Exhibit B, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to EDA's knowledge, threatened against it with respect to (i) the creation and existence of EDA, (ii) its authority to execute and deliver this Project Agreement, (iii) the validity or enforceability of this Project Agreement, (iv) the title of any officer of EDA who executed this Project Agreement, or (v) any authority or proceedings related to the execution and delivery of this Project Agreement on behalf of EDA, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 203. Representations of the District. The District makes the following representations as of the Effective Date in connection with its undertakings under this Project Agreement:

(a) The District has been duly created and is duly organized under the District Act.

(b) The District (i) has the power to enter into this Project Agreement and the transactions contemplated hereby, (ii) has the power to carry out its obligations under this Project Agreement and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this Project Agreement.

(c) The District has no outstanding indebtedness of any kind whatsoever other than its obligations under this Project Agreement if and to the extent any such obligations may constitute outstanding indebtedness.

(d) The execution, delivery and compliance by the District with the terms and conditions of this Project Agreement will not conflict with, or constitute or result in a default under or violation of (i) the District Act or any other existing law, rule or regulation applicable to the District or (ii) any lien, lease, contract, order, judgment, decree or other agreement, instrument or restriction of any kind to which the District or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of, or performance by the District in accordance with the terms and conditions of this Project Agreement.

(f) Except as identified in Exhibit B, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or to the District's knowledge threatened against it with respect to: (i) the creation and existence of the District; (ii) its authority to execute and deliver this Project Agreement; (iii) the validity or enforceability of this Project Agreement; (iv) the title of any officer of the District who executed this Project Agreement; or (v) any authority or proceedings related to the execution and delivery of this Project Agreement on behalf of the District, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

ARTICLE III

FINANCING THE PHASE II PROJECT

Section 301. Construction, Completion and Operation of the Phase II Project. To ensure the appropriate use of the funds (i) provided by the District to the County in the District's discharge of its financial responsibility relating to the District Obligation set forth in Section 302 hereof and (ii) in turn provided by the County to MWAA as construction manager for the Phase II Project in partial discharge of the County's obligation to MWAA under the Funding Agreement, the County, on behalf of itself, EDA and the District, agrees to enforce all its rights through contractual arrangements with MWAA under the Funding Agreement and otherwise as they relate to the Phase II Project. A listing of existing arrangements between the County and MWAA relating to the Phase II Project is attached hereto as Exhibit C.

Section 302. Financing the District Obligation. The Parties wish to implement a plan of financing for the District Obligation (the "Plan"), as set forth herein, subject to such qualifications as also are set forth herein.

(a) The Plan calls for the District to provide funds to the County to ensure full and timely payment by the County to MWAA of its financial obligations. As part of the Plan the District hereby agrees to obligate itself to request the County to levy and collect the Special Improvements Tax at a rate, not in excess of the rate permitted by

the District Act, sufficient for District or the County as agent of the District to make timely and sufficient transfers of Special Tax Revenues to or for the account of EDA to meet the Debt Service requirements of the Phase II Tax District Allocable Portion of the TIFIA Bond and the debt service requirements of any Bonds issued by EDA.

(b) The District and the County will request EDA, when and as funds are requested by the County for costs of the Phase II Project in excess of those funds previously provided from Special Tax Revenues by the District to the County and from the Phase II Tax District Allocable Portion of the TIFIA Bond, for such purpose, to issue Bonds in a total principal amount sufficient to provide up to a total of $330,000,000 for such costs. EDA agrees use its best efforts to issue Bonds, in one or more series in accordance with a trust agreement to be entered into for purposes of issuing such Bonds, when and as requested by the District and the County based on the progress of the Phase II Project. Issuances of Bonds will be sized and structured to use available capacity of the Special Tax Revenues including Bonds issued as fixed rate bonds or variable rate bonds. Bonds may also be issued on a senior or subordinated basis. Proceeds of the Bonds will be loaned by EDA to the District which will make available such proceeds to the County in discharge of the District Obligation and for disbursement by the County to MWAA for construction and related costs of the Phase II Project. Prior to the issue of any Bonds, the District, EDA and the County will enter into a supplement to this Agreement or separate agreement setting forth details and agreements relating to the Bonds including the payment thereof.

(c) The Parties agree that the District will request the County to assign and transfer, subject to appropriation by the County, Special Tax Revenues first, to pay Debt Service on Phase II Tax District Allocable Portion of the TIFIA Bond and on any Bonds; second, to the funding of the Reserve Fund established in the Trust Agreement in an amount based upon the Phase II Tax District Allocable Portion of the TIFIA Bond, other than on account of a withdrawal therefrom, until the amount deposited thereto shall equal the amount required by Section 401(c); third to the Reserve Fund for the TIFIA Bond to the extent of any deficiency required therein is to be payable from Special Tax Revenues based upon the Phase II Tax District Allocable Portion of the TIFIA Bond; fourth to reimburse the County to the extent that any debt service on the Phase II Tax District Allocable Portion of the TIFIA Bond or obligation of the District with respect to the Reserve Fund securing the TIFIA Bond has been paid from funds other than Special Tax Revenues appropriated by the County and; fifth to pay the District's allocable share of TIFIA Bond servicing fees, trustee fees and other TIFIA Bond related costs.

(d) The Parties recognize the possibility that funds from sources other than Special Tax Revenues may be made available to provide funds to meet the District Obligation.

(e) The Bonds will be repaid from Special Tax Revenues and other amounts available for such purposes as set forth in Article IV below.

ARTICLE IV

PAYMENT OF SPECIAL TAX REVENUES

Section 401. District Payments.

(a) In each Fiscal Year the District shall cause to be paid to the trustee of the TIFIA Bond from Special Tax Revenues Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond. The District shall make payments as described below through the County. Within 30 days after any draw on the TIFIA Loan, EDA shall provide to the District a schedule of payments necessary to pay the scheduled Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond. The County shall provide the District a schedule of the Phase II Tax District Allocable Portion of the TIFIA Bond Debt Service not less than 30 days before a debt service payment date on the TIFIA Bond.

(b) As of the Effective Date, the District shall request that the County set the Special Improvements Tax rate at a rate that shall ensure the minimum of any Debt Service due on the Phase II Tax District Allocable Portion of the TIFIA Bond in each Fiscal Year.

(c) The District agrees to provide or request the County to provide to the trustee for the TIFIA Bond any available Special Tax Revenues on hand in any Fiscal Year for the funding of the Reserve Fund in an amount based upon the Phase II Tax District Allocable Portion of the TIFIA Bond until it contains the maximum annual Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond.

(d) The Reserve Fund, if any, together with actual interest earnings thereon, shall be held by the trustee for the TIFIA Bond and applied to pay any portion of the Debt Service on the TIFIA Bond in the event that the payments received from the District or the County on behalf of the District from Special Tax Revenues are insufficient to pay Debt Service on the Phase II Tax District Allocable Portion of the TIFIA Bond in that Fiscal Year. When the TIFIA Bond has been fully defeased, any amount remaining in the Reserve Fund paid from Special Tax Revenues shall be transferred to the District Revenue Fund or to the County to the extent has not been reimbursed pursuant to Section 301(c) hereof.

(e) The County recognizes that the Phase II Project is important to the growth and development of its County. The Board of Supervisors further recognizes that the levy of the Special Improvements Tax and the payment of Special Tax Revenues to the trustee for the TIFIA Bond is in furtherance of the Phase II Project. Therefore, the County, while recognizing that it is not empowered to make any binding commitment to levy the Special Improvements Tax and to collect and pay over Special Tax Revenues in Fiscal Years subsequent to the Effective Date, hereby, (i) states its intent as of the date hereof to make such levy and collect such Special Tax Revenues in future Fiscal Years at the same time, in the same manner and with equal priority as County real estate taxes are

levied and collected and (ii) recommends that future Boards of Supervisors assess and levy the requested Special Improvements Tax at the rate requested by the District and collect and disburse all Special Tax Revenues to the District Revenue Fund for the Term of this Project Agreement in accordance with the terms herein.

(f) Notwithstanding anything herein to the contrary, any financial obligation of the County to any entity arising under or related to this Project Agreement is limited to the annual payment to the Trustee for the account of the District of all assessed Special Tax Revenues actually collected by the County after reasonable efforts consistent with those undertaken by the County to assess, levy and collect real estate tax levies generally.

Section 402. Special Improvements Tax. In order to pay the Debt Service on Phase II Tax District Allocable Portion of the TIFIA Bond, and any other portion of the District Obligation, the District shall request the Board of Supervisors by April 1 of each year to levy the Special Improvements Tax and collect Special Tax Revenues for the next Fiscal Year at a rate sufficient to generate Special Tax Revenues to meet the requirements of Section 401, subject to the limitations herein. The District shall request the County to pay over to the trustee for the TIFIA Bond the Special Tax Revenues on the dates required by the Trust Agreement for such TIFIA Bond. The County Executive or such other officer charged with responsibility for preparing the County's annual budget shall include in the budget presented to the Board of Supervisors for each Fiscal Year, Special Tax Revenues, collected by the County on behalf of the District in such Fiscal Year in the District Revenue Fund, in an amount equal to the Debt Service due on the Phase II Tax District Allocable Portion of the TIFIA Bond. The County shall deposit or cause to be deposited in the District Revenue Fund all Special Tax Revenues received until payments of such Special Tax Revenues are required to be made under the Trust Agreement for the TIFIA Bond, and any interest earnings thereon shall be credited towards the payment of the District Obligation.

Section 403. Records and Reports. The Trust Agreement shall provide that the trustee thereunder shall maintain adequate records of the Debt Service requirements on the TIFIA Bond and shall forward to the District, EDA and the County a financial report and statement setting forth such information by January 1 and July 1 of each year in a form that is acceptable to the Parties. The statement shall indicate the amount of the Debt Service requirements for the current Fiscal Year.

Section 404. Prepayment of Phase II Allocable Portion of the TIFIA Bond. The District may, at its option, prepay the Phase II Tax District Allocable Portion of the TIFIA Bond, in whole or in part, on any date on not less than forty-five (45) days' written notice to EDA, accompanied by a specific direction to EDA to apply such prepayment to the purchase and cancellation, redemption or defeasance of the Phase II Tax District Allocable Portion of the TIFIA Bond in accordance with its terms. EDA shall comply with such directions.

Section 405. Transfer or Assignment of Rights to Receive Payments. The Parties expressly agree that EDA shall have the right, in its sole discretion, to transfer or

assign its rights to receive payments from the District or the County on behalf of the District or otherwise hereunder in connection with fulfilling its obligations under this Project Agreement; provided however, that no such transferee or assignee, shall have any right to enforce any rights of EDA by means of any judicial or administrative proceeding against the District, the Commission, the County, or any officer, employee or agent thereof, and EDA shall be responsible for informing any such transferees or assignees of this limitation on their rights prior to any such transfer or assignment by EDA.

ARTICLE V

MISCELLANEOUS

Section 501. Term of Contract. [The Term of this Project Agreement shall commence on the Effective Date and terminate upon payment in full of the District Obligation including the TIFIA Bond and any Bonds issued as described in Section 302(b).]

Section 502. Priority and Amendments. As of the Effective Date, this Project Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein. This Project Agreement may be amended in writing by the Parties.

Section 503. Other Contracts. The Parties hereto may enter into other contracts concerning the request and levy of an additional Special Improvements Tax and the collection of additional Special Tax Revenues so long as: (i) the provisions of such contracts do not conflict with or affect the request and levy of the Special Improvements Tax and the collection of Special Tax Revenues under the terms of this Project Agreement; and (ii) the aggregate amount of all Special Improvements Tax levied by the County on behalf of the District does not exceed the limit set forth in the District Act.

Section 504. Successors. This Project Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors.

Section 505. Severability. If any provision of this Project Agreement shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this Project Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained in it, provided, however, that in no circumstance shall the financial obligation of the Commission, the District or the County be any greater than as expressly set forth in this Project Agreement.

Section 506. Parties Alone Have Rights under Agreement; Exceptions. Except as herein otherwise expressly provided, nothing in this Project Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Parties, any right, remedy or claim, legal or equitable, under or by reason of this Project Agreement or any provision hereof, this Project Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Parties.

Section 507. Counterparts. This Project Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 508. Notices. Unless otherwise provided in this Project Agreement, all notices, approvals, consents, requests and other communications under this Project Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (a) if to the County, at 12000 Government Center Parkway Fairfax, Virginia 22035-0064 (Attention: Chief Financial Officer), (b) if to EDA, at 8300 Boone Boulevard, Suite 450 Vienna, Virginia 22182 (Attention: Executive Director), or (c) if to the District, at 1200 Government Center Parkway Fairfax, Virginia 22035-0064 (Attention: Chief Financial Officer). The Parties may, by notice given under this Project Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

Attachment 5

IN WITNESS WHEREOF, the Parties have caused this Project Agreement to be executed on their behalf by their duly authorized officers.

BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA

By: _____
Title: County Executive

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Title: Chairman

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT

By: _____
Title: Chairman

Attachment 5

Exhibit A

Description of the Phase II Project

Attachment 5

Exhibit B

Litigation

None

Attachment 5

Exhibit C

Existing Arrangements with MWAA

See attached Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 by and between Fairfax County, Virginia ("Fairfax"), Loudoun County, Virginia, and the Metropolitan Washington Airports Authority.

Attachment 6

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Virginia

to

U.S. Bank National Association, as Trustee

TRUST AGREEMENT

Dated as of December 1, 2014

Authorizing the Issuance of and Securing
Revenue Bond
(Silver Line Phase II Project), Series 2014

ACTIVE 204236754v.7

Attachment 9

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Exhibit A A-1

THIS TRUST AGREEMENT, dated for convenience of reference as of the 1st day of _____, 2014, by and between

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

a political subdivision of the Commonwealth of Virginia ("EDA") created by the Enabling Act (defined herein); and

U.S. BANK NATIONAL ASSOCIATION

a national banking association duly organized and existing under the laws of the United States of America having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination by federal authority, as trustee,

W I T N E S S E T H :

WHEREAS, EDA, under Enabling Act, is authorized to borrow money for any of its purposes and make loans to any governmental entity for the purposes of the Enabling Act, including economic development, and to issue its bonds, payable solely from the revenues and receipts derived from payments received by EDA in connection with such loans; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia, a political subdivision of the Commonwealth of Virginia, has requested EDA to exercise its powers under the Enabling Act and authorize the issuance of a revenue Bond (defined herein) of EDA, designated "Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project) Series 2014" in a principal amount that will not exceed the sum of $403,274,894 plus any capitalized interest thereon pursuant to the TIFIA Loan Agreement (defined herein) to the United States Department of Transportation for purposes of providing a portion of the amount required by the Metropolitan Washington Airports Authority to undertake the funding of the Phase II Project (as defined herein); and

WHEREAS, in making any request to EDA that EDA authorize EDA indebtedness pursuant to this Trust Agreement, the Fairfax County, Virginia will enter into a Support Agreement (defined herein) with EDA to support such EDA indebtedness and pledge or otherwise commit, subject to annual appropriation, available County revenues to the payment of such EDA indebtedness; and

WHEREAS, under the Support Agreement, the County (defined herein) has also agreed that in the event that the amount credited to the Reserve Fund created under this Trust Agreement is less than required under this Trust Agreement, the County will, on the terms and conditions set forth in the Support Agreement and subject to the appropriation by its Board of Supervisors of the County of money for such purpose, pay to the Trustee (defined herein) for the account of EDA an amount equal to the deficiency in the amount required to be on deposit to the credit of the Reserve Fund; and

WHEREAS, EDA has determined the Bond, the certificate of authentication to be endorsed by the Bond Registrar (defined herein) thereon as provided herein, and the form of

assignment shall be, respectively, substantially in the following forms, with such variations, omissions and insertions as are required or permitted by this Trust Agreement, including any resolution supplementing or amending this Trust Agreement; and

Attachment 9

[Form of Face of the Bond]

United States of America | Commonwealth of Virginia

Fairfax County Economic Development Authority
Revenue Bond
(Silver Line Phase II Project)
Series 2014
(TIFIA – 2014-1003A)

No. _____ $403,274,894[1]

Interest Rate:	Maturity Date:	Original Issue Date:
____%	April 1, 2046	[_____ __], 2014

Holder/Registered Owner: UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator, or its assigns

Maximum Principal Amount: $403,274,894 (FOUR HUNDRED THREE MILLION TWO HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED NINETY FOUR AND 00/100 Dollars)[1]

[1] Fairfax County Economic Development Authority (the "**Borrower**"), a political subdivision of the Commonwealth of Virginia, for value received, promises to pay, but solely from the sources and in the manner hereinafter provided, to the Holder/Registered Owner named above, or its assigns (the "**TIFIA Lender**"), on the Maturity Date set forth above (or earlier as hereinafter referred to), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the "**Disbursements**") made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the TIFIA Loan Agreement referred to below, being hereinafter referred to as the "**Outstanding Principal Sum**"), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding Principal Sum all as more fully described in the TIFIA Loan Agreement. The proceeds derived from the issuance of this Bond will be used for the purposes described in the TIFIA Loan Agreement. The registered owner of this Bond is hereby authorized to make revisions to the Loan Amortization reflected in Exhibit G to the to the TIFIA Loan Agreement, which is hereby made a part hereof, at any time and from time-to-time pursuant to the TIFIA Loan Agreement to reflect to (i) the amount of each disbursement made

[1]Such amount shall increase by the amount of interest capitalized pursuant to the terms of the TIFIA Loan Agreement.

thereunder, (ii) any capitalization of interest as provided therein, (iii) the date and amount of any principal or interest due and payable or to become due and payable by the Borrower thereunder, (iv) each repayment or prepayment in respect of the principal amount of this Bond. Such revisions shall be deemed conclusive absent manifest error, but no failure to make any such revisions and no error in such revisions shall affect any of the obligations of the Borrower under this Bond or the other TIFIA Loan Documents (as defined in the TIFIA Loan Agreement). The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with Exhibit G to the TIFIA Loan Agreement, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Payments hereon are to be made in accordance with Section 9(e) of the TIFIA Loan Agreement as the same become due. Principal of and interest on this bond (the "**Bond**") shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts. If the Final Maturity Date (as defined in the TIFIA Loan Agreement) is amended pursuant to an amendment of the TIFIA Loan Agreement, the due date of this Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the TIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this Bond without the prior written agreement of the TIFIA Lender.

[2] This Bond is a revenue bond of the Borrower, designated "Revenue Bond (Silver Line Phase II Project), Series 2014", issued under a Trust Agreement, dated as of December 1, 2014 (as amended and supplemented as permitted thereby, being hereinafter referred to as the "Trust Agreement"), by and between the Borrower and the Trustee (hereinafter mentioned). This Bond is being issued to provide financing for a portion of the amount required by the Metropolitan Washington Airports Authority to undertake the Phase II Project (as defined in the Trust Agreement).

U.S. Bank National Association, a national banking association having trust powers, duly organized and doing business under the laws of the United States of America, with a corporate trust office in Richmond, Virginia, has been appointed Trustee, Bond Registrar and Paying Agent for the Bond under the Trust Agreement.

This Bond is issuable as fully registered. At the corporate trust office of the Bond Registrar in Richmond, Virginia, in the manner and subject to the limitations and conditions provided in the Trust Agreement, this Bond may be exchanged for a Bond in the same principal amount of the Series and maturity and bearing interest at the same rate.

The transfer of this Bond is registrable by the Holder hereof by its legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and the TIFIA Loan Agreement, and upon surrender and cancellation of this Bond.

In particular, no transfer of this Bond shall take place except pursuant to the terms of the TIFIA Loan Agreement. In addition, no transfer shall take place unless the Trustee shall have received from the Borrower an updated schedule showing the Debt Service Requirements of the Bond, a certificate from the Holder requesting and approving such

transfer and a certificate from an EDA Representative directing the trustee to transfer the Bond.

Upon the Borrower's receipt of all Advances under the TIFIA Loan Agreement and upon the Trustee's receipt from the Borrower of an updated schedule showing the Debt Service Requirements of the Bond such Bond may be transferred as generally set forth in the Trust Agreement.

Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee in a principal amount equal to the principal amount of this Bond, of the same Series and maturity and bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after such Bond has been selected for redemption.

[3] This Bond is a limited obligation of the Borrower payable solely from amounts constituting part of the Trust Estate (as defined in the Trust Agreement) and from other money pledged under the Trust Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including the Borrower and Fairfax County, Virginia (the "County") are pledged to the payment of the principal of or the interest on this Bond. The issuance of this Bond shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including the Borrower and the County) to levy any taxes whatever therefor or to make any appropriation for their payment except from the funds pledged therefor. The Borrower has no taxing power.

[4] Reference is made to the TIFIA Loan Agreement, dated as of December [__], 2014 (as amended and supplemented from time to time, the "TIFIA Loan Agreement"), by and between the Borrower and the United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator, for other covenants and declarations of the Borrower and other terms and conditions upon which this Bond has been issued, which terms and conditions shall for all purposes have the same effect as if fully set forth herein. The Borrower unconditionally covenants that it will keep and perform all of the covenants of this Bond and of the TIFIA Loan Documents (as defined in the TIFIA Loan Agreement) to which the Borrower is a party.

ADDITIONAL PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH SET FORTH HERE.

[18] **IN WITNESS WHEREOF,** Fairfax County Economic Development Authority, Virginia has caused this Bond to be executed with the facsimile signatures of its [Vice] Chairman and its [Assistant] Secretary and a facsimile of its official seal to be imprinted hereon and this Bond to be dated the __ day of _____, 20__.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY VIRGINIA

By [FACSIMILE SIGNATURE]
[Vice] Chairman of the Fairfax County Economic Development Authority
Virginia

By [FACSIMILE SIGNATURE]
[Assistant] Secretary of the Fairfax County Economic Development Authority
Virginia

[FACSIMILE OF OFFICIAL SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is a bond issued under the provisions of the within-mentioned Trust Agreement.

_____,
Bond Registrar

By_____
Authorized Signatory

Date of authentication:

_____

[Form of Reverse of the Bond]

[5] The Borrower has entered into a Support Agreement, dated as of December _, 2014 (the "Support Agreement"), with the County pursuant to which the County, subject to the terms and conditions of the Support Agreement, has agreed to pay Basic Payments (as defined in the Support Agreement) for the Project in amounts sufficient to pay the principal of and interest on this Bond and to pay to the Trustee, for the account of the Authority, County Reserve Payments (as defined in the Support Agreement) in an amount equal to any deficiency in the Reserve Fund held by the Trustee under the Trust Agreement and pledged to the payment of this Bond. Under the Trust Agreement and Support Agreement, all such payments by the County are to be deposited to the credit of the Reserve Fund. The obligation of the County under the Support Agreement to make such Basic Payments and County Reserve Payments and make other payments required thereby in any fiscal year of the County is contingent upon the annual appropriation by the Board of Supervisors of the County of funds from which such payments can be made. Under the Trust Agreement, the Borrower has assigned to the Trustee as security for this Bond its rights to receive the payments of such Basic Payments, County Reserve Payments and other payments required by the Support Agreement (other than Additional Payments (as defined in the Support Agreement) and such payments constitute a portion of the "Trust Estate" that is pledged under the Trust Agreement to the payment of this Bond.

[6] Reference is made to the Trust Agreement for a more complete statement of the provisions thereof and of the rights and duties of the Borrower, the Trustee, the Paying Agent for this Bond, the Bond Registrar and the registered owner. A copy of the Trust Agreement is on file and may be inspected at the corporate trust office of the Trustee in Richmond, Virginia. By the purchase and acceptance of this Bond, the Holder hereof signifies assent to all of the provisions of the aforementioned documents.

[7] This Bond is issued and the Trust Agreement was entered into under and pursuant to the Constitution and laws of the Commonwealth of Virginia, particularly in conformity with the

provisions, restrictions and limitations of Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

[8] This Bond is issuable as a fully registered Bond equal to the entire principal amount. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Trust Agreement, Bond(s) may be exchanged for an equal aggregate principal amount of the Bond of the same series and maturity, of any authorized denomination or denominations and bearing interest at the same rate.

[9] The transfer of this Bond is registrable by the Holder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and upon surrender and cancellation of this Bond. Upon any such registration of transfer, the Borrower shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee, in the same principal amount of this Bond, bearing interest at the same rate. Neither the Borrower nor the Bond Registrar shall be required to make any exchange or registration of transfer of this Bond after it has been selected for redemption.

[10] The principal of and interest on this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable in the manner and at the place provided in the TIFIA Loan Agreement.

[11] This Bond shall be subject to mandatory prepayment and redemption in accordance with the TIFIA Loan Agreement and the TIFIA Letter Agreement.

[12] This Bond shall be subject to redemption at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be redeemed are to be determined in accordance with the TIFIA Loan Agreement); provided, however, such redemption shall be in such amounts as provided in the TIFIA Loan Agreement.

[13] The owner of this Bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement or the TIFIA Loan Agreement. Any delay on the part of the owner of this Bond in exercising any right in respect of this Bond shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

[14] Modifications or alterations of the Support Agreement and the Trust Agreement may be made only to the extent and in the circumstances permitted by the Trust Agreement and the TIFIA Loan Agreement.

[15] This Bond is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

[16] All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed as so required.

[17] This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby certifies that the transfer of the Bond complies with all of the requirements set forth in Section 19 of the TIFIA Loan Agreement (as defined in the Bond), sells, assigns and transfers unto

Please insert social security or
other identifying number of assignee

_____

_____

(Please Print or Typewrite Name and Address of Transferee)

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed* by:_____

*Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

* * * * *

and

WHEREAS, under the Constitution and laws of the Commonwealth of Virginia, including the Enabling Act, EDA is authorized to enter into this Trust Agreement and to issue its bond as hereinafter provided, to apply the proceeds of such bond for the purposes herein

authorized, and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, the execution and delivery of this Trust Agreement have been duly authorized by resolution of EDA; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist and be performed precedent to and in the execution and delivery of this Trust Agreement have happened, exist and have been performed as so required, in order to make this Trust Agreement a legal, valid and binding trust agreement for the security of the bond in accordance with its terms; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement and in evidence thereof has joined in the execution hereof;

GRANTING CLAUSE

NOW, THEREFORE, this Trust Agreement witnesseth, that in consideration of the premises, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bond by the Holder (as hereafter defined) thereof and also for and in consideration of the sum of Ten Dollars to EDA in hand paid by the Trustee at or before the execution and delivery of this Trust Agreement, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bond is to be issued, authenticated, delivered, and accepted by all persons who shall from time to time be or become the Holder thereof, and in order to secure the payment of the Bond at any time issued and outstanding hereunder and the interest thereon according to its tenor, purport and effect, and covenants, agreements and conditions therein and herein contained, EDA does hereby

(a) assign all rights, title and interest of EDA in and to the Support Agreement, including, without limitation, its rights to receive Basic Payments, County Reserve Payments and, to the extent required to, Additional Payments, reserving, its rights, however, to receive or to have paid on its behalf for its account Additional Payments constituting reasonable fees and expenses of the EDA relating to the financing of the Phase II Project and in connection with the Support Agreement, TIFIA Loan Agreement and this Trust Agreement as set forth in the Support Agreement (the "EDA Additional Payments") and reserving the rights of EDA to receive notices, reports and other statements to be given to EDA thereunder; and

(b) pledge the payments of Basic Payments, County Reserve Payments and Additional Payments (other than the EDA Additional Payments) received pursuant to the Support Agreement, all money and securities in the Debt Service Fund (as hereinafter defined), the Reserve Fund (as hereinafter defined), and, until applied in payment of any Cost of Construction of the Project in accordance with Section 402 hereof or otherwise applied as permitted under this Trust Agreement, all money and securities in the Construction Fund (as hereinafter defined);

to the Trustee, and unto its successors and assigns, in trust, forever;

HABENDUM CLAUSE

TO HAVE AND TO HOLD the same forever, subject, however, to the reserved rights of EDA under the Support Agreement and to the exceptions, reservations and matters therein and herein recited but **IN TRUST, NEVERTHELESS**, for the equal and proportionate benefit and security of the Holder from time to time of the Bond authenticated and delivered hereunder and issued by EDA and outstanding;

DEFEASANCE CLAUSE

PROVIDED, HOWEVER, that if, after the right, title and interest of the Trustee in and to the trust estate pledged and assigned to it under this Trust Agreement shall have ceased, terminated and become void in accordance with Article XIII hereof, the principal of and the interest on the Bond shall have been paid to the Holder of the Bond and all EDA liabilities shall have been paid, then this Trust Agreement and all covenants, agreements and other obligations of EDA hereunder shall cease, terminate and become void, and thereupon the Trustee shall cancel and discharge this Trust Agreement and execute and deliver to EDA such instruments and writings as shall be required to evidence the discharge hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

This Trust Agreement further **WITNESSETH,** and it is expressly declared, that the Bond issued and secured hereunder is to be issued, authenticated and delivered and the Trust Estate and funds herein pledged and assigned are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as are hereinafter expressed, and EDA has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Holder of the Bond, as follows:

ARTICLE I

DEFINITIONS

SECTION 101. Meaning of Words and Terms. In addition to words and terms defined in the Preamble or elsewhere defined in this Trust Agreement, the following words and terms as used in this Trust Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Additional Payments" shall mean the "Additional Payments" payable by the County to or for the account of EDA under the terms of the Support Agreement.

["Advance[s]" shall mean an advance of funds by USDOT to EDA based on the request from the County (acting on behalf of EDA) pursuant to the terms of the TIFIA Loan Agreement.]

"Basic Payments" shall mean the "Basic Payments" payable by the County to or for the account of EDA under the terms of the Support Agreement.

"Board of Supervisors" means the Board of Supervisors of the County, the governing body of the County, and its successors and assigns.

"Bond Registrar" shall mean the bond registrar at the time serving as such under this Trust Agreement and performing the duties set forth herein whether the original or a successor bond registrar.

"Bond Year" shall mean the period commencing on the second day of April of any calendar year and ending on the first day of April of the following calendar year.

"Bond" shall mean the bond issued under this Trust Agreement.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which offices of the Government or the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York, Fairfax County, Baltimore, Maryland, or in the jurisdiction in which the corporate trust office of the Trustee is located.

"Chairman" shall mean the Chairman or Vice Chairman of the Commission or any person succeeding to the principal functions thereof or temporarily designated by the Board to serve pro tempore as the Chairman.

"Closing" shall mean the date on which the Bond is delivered to the Initial Purchaser.

"Commission" shall mean the governing body of EDA or any successor entity assuming the functions thereof.

"Commonwealth" shall mean the Commonwealth of Virginia.

"Construction Fund" shall mean the "Phase II Construction Fund" created and so designated by Section 401 of this Trust Agreement.

"Cost" as applied to the Phase II Project shall mean "Eligible Project Costs" under the TIFIA Loan Agreement.

"County" shall mean Fairfax County, Virginia, and any successor thereto.

"County Executive" shall mean the County Executive of the County, or any person succeeding to the principal function thereof.

"County Representative" shall mean each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of the County by the County Executive.

"County Reserve Payments" means the "County Reserve Payments" payable by the County to or for the account of EDA under the terms of the Support Agreement.

"Debt Service Fund" shall mean the Debt Service Fund created and so designated by Section 501 of this Trust Agreement.

"Debt Service Requirements" means, for any Bond Year, the aggregate of the Principal and Interest Requirements on the Bond for such Bond Year.

"Deposit Day" shall mean each February 1 and August 1, beginning August 1, 2023, prior to any Interest Payment Date or Principal Payment Date.

"EDA" means the Fairfax County Economic Development Authority, created pursuant to the Enabling Act, and its successors.

"EDA Representative" shall mean each of the persons at the time designated to act on behalf of EDA in a written certificate furnished to the Trustee, any Paying Agent and the Bond Registrar, which certificate shall contain the specimen of notice(s) of such person and shall be executed on behalf of EDA by the Chairman.

["**Enabling Act**" means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law including the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2 Code of Virginia of 1950, as amended.]

"Event of Default" shall mean, with respect to this Trust Agreement, any of those events set forth in clause (a) of Section 801 of this Trust Agreement.

"Fiscal Year" means a fiscal year of the County commencing on July 1 of any calendar year and ending on June 30 of the immediately succeeding calendar year, or such other fiscal year of twelve months as may be determined by [the Commission,] the County [and EDA].

"Fitch" means Fitch, Inc., its successors and assigns, and if Fitch, Inc., shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized statistical rating organization (other than Moody's or S&P) identified as such by the Securities and Exchange Commission designated by EDA.

"**Fund(s)**" means any of the Funds established in this Trust Agreement.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, or evidences of indirect ownership of such obligations.

"Holder" shall mean the person in whose name this Bond is registered on the registration books provided for in Section 206 of this Trust Agreement.

"Initial Purchaser" shall mean USDOT.

"Interest Payment Date" shall mean an April 1 or October 1, as the case may be, beginning October 1, 2023.

"Interest Period" shall mean each period from and including an Interest Payment Date through and including the day immediately preceding the next Interest Payment Date.

"Interest Requirement" for any [Bond] Year, means the total of the sums that would be deemed to accrue on the Bond during such [Bond] Year if the interest on Bond were deemed to accrue daily during such year in equal amounts.

"Investment Obligations" means Government Obligations and, to the extent from time to time permitted by the laws of the Commonwealth,

(A) the obligations of (i) Export-Import Bank, (ii) Government National Mortgage Association, (iii) Federal Housing Administration, (iv) Farmers Home Administration, (v) United States Postal Service and (vi) any other agency or instrumentality of the United States of America now or hereafter created, which obligations are backed by the full faith and credit of the United States of America;

(B) the obligations of (i) Federal National Mortgage Association, (ii) Federal Intermediate Credit Banks, (iii) Federal Banks for Cooperatives, (iv) Federal Land Banks, (v) Federal Home Loan Banks; (vi) Federal Financing Bank, (vii) Federal Farm Credit System and (viii) Federal Home Loan Mortgage Corporation;

(C) obligations of state or local government bond issuers, provision for the payment of the principal of and interest on which shall have been made by deposit with an escrow agent or trustee of Government Obligations the principal of and interest on which when due will be sufficient to pay the principal of and interest on such state or local government obligations when due, which obligations have been rated by Moody's, S&P and Fitch (or any two of the three if the third such rating agency does not provide a rating) in one of two highest rating categories (without regard to gradations such as "plus" or "minus" or numerical modifiers of such categories);

(D) investments pursuant to the Government Non-Arbitrage Act, Chapter 47, Title 2.2, Code of Virginia, 1950, as amended;

(E) certificates of deposit or time deposits of (i) any bank, any branch of any bank, trust company or national banking association (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than $50,000,000; provided, however, that such certificates of deposit or time deposits shall be fully secured to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above; or (ii) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Article 3.1, Code of Virginia, 1950, as amended, whose parent state bank or bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1-32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent state bank or bank holding company, as the case may be, is not less than $50,000,000 ("a subsidiary trust company"); provided, however, that such certificates of deposit or time deposits shall be fully secured, to the extent not secured by the Federal Deposit Insurance Corporation, by Government Obligations or by obligations described in (A) or (C) above;

(F) any repurchase agreement that is with (i) a bank or trust company (including any Trustee, Bond Registrar, Paying Agent and their affiliates) that has a combined capital, surplus and undivided profits not less than $50,000,000, or (ii) a subsidiary trust company described in item (E)(ii) above, or (iii) a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York for Government Obligations or obligations described in (A) and (B) above and having on the date of the repurchase agreement a fair market value equal to at least 102% of the amount of the repurchase obligation of the bank or trust company; provided, however, that such obligations purchased must be transferred to the Trustee or a third party agent by physical delivery or by an entry made on the records of the issuer of such obligations;

(G) subject to the ratings requirements set forth below, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S & P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations, obligations in (A) and (B) above, and agreements to repurchase obligations in (A) or (B) above; and

(H) any and all investments authorized by the Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia, 1950, as amended).

Any investment in a repurchase agreement shall be considered to mature on the date the bank or trust company providing the repurchase agreement is obligated to repurchase the Investment Obligations. Any investment in obligations described in (A), (B) and (C) above may be made in the form of an entry made on the records of the issuer of the particular obligation.

"MADS" means, as of any date of calculation, the maximum amount of the Debt Service Requirements scheduled to become due in respect of the Bond, in the aggregate, during the current or any future [Bond] Year.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if Moody's Investors Service, Inc., shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized statistical rating organization (other than Fitch or S&P) identified as such by the Securities and Exchange Commission designated by EDA.

"MWAA" shall means Metropolitan Washington Airports Authority, and its successors and assigns.

["[O]utstanding" shall mean the outstanding principal amount of the Bond, except:

(i) [the principal amount of the Bond paid or redeemed;

(ii) [reserved]; and

(iii) a Bond in exchange for or in lieu of which another Bond has been authenticated and delivered under this Trust Agreement;

provided, however, that in determining whether the Holder of the requisite outstanding principal amount of the Bond has given any request, demand, authorization, direction, notice, consent or waiver hereunder, if the Bond is owned by EDA or any other obligor upon the Bond shall be disregarded and deemed not to be outstanding.]

"Paying Agent" shall mean U.S. Bank National Association the paying agent designated as such and performing the duties set forth in this Trust Agreement.

"[P]erson" shall mean and includes an association, unincorporated organization, a corporation, a partnership, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

"Phase II Project" means [to be given the same meaning as "Phase 2" under the TIFIA Loan Agreement].

"Pledged Revenues" shall mean (a) all payments of Basic Payments, (b) all payments of County Reserve Payments, (c) all payments of Additional Payments and (d) the income from the investment under the provisions of this Trust Agreement of the money held for the credit of the various funds created under this Trust Agreement.

["[P]rincipal" shall mean the Outstanding principal amount of the Bond, the principal amount of such Bond payable at maturity.]

"Principal Installment[s]" shall mean the principal installments of the Bond set forth in Section 208 hereof, subject to revision as set forth herein.

"Principal and Interest Requirements" for any Bond Year shall mean the sum of the Principal Requirement and the Interest Requirement for such Bond Year.

"Principal Payment Date" shall mean each April 1 and October 1 upon which a Principal Installment of the Bond is stated to be due, beginning October 1, 2023.

"Principal Requirement" means, for any Bond Year, as applied to the Bond, the total of the sums that would be deemed to accrue on the Bond during such Bond Year if the Principal Installment of the Bond due on a particular Principal Payment Date were deemed to accrue daily, beginning on a date exactly 6 months previous, during such period in equal amounts.

"Record Date" means each March 15 and September 15.

"Redemption Date" means the date upon which the Bond is to be redeemed, in whole or in part, prior to its stated maturity pursuant to the redemption provisions of this Trust Agreement.

"Redemption Price" shall mean, with respect to Bond or a portion, thereof, the principal amount of such Bond or portions thereof payable upon redemption thereof in the manner contemplated in accordance with their terms and this Trust Agreement.

"Reserve Fund" means the Reserve Fund created and so designated by Section 501 of this Trust Agreement.

"Reserve Fund Requirement" means as of any date of calculation, an amount of cash, securities or a combination thereof (which shall be required to be on deposit in the Reserve Fund in the form of Investment Obligations), equal to MADS.

"S&P" means Standard & Poor's Ratings Group, a Division of The McGraw-Hill Companies, its successors and assigns, and, if Standard & Poor's Ratings Group, a Division of The McGraw-Hill Companies, shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized statistical rating organization (other than Fitch or Moody's) identified as such by the Securities and Exchange Commission designated by EDA.

"Secretary" shall mean the Secretary or any Assistant Secretary of EDA or any person succeeding to the principal functions thereof.

"Support Agreement" means the Support Agreement, dated as of December 1, 2014, between EDA and the County, by the express terms of which the County agrees to support the Bond and pledge or otherwise commit, subject to annual appropriation, Pledged Revenues to the payment of the Bond.

"TIFIA Letter Agreement" means the TIFIA Letter Agreement, dated as of December __, 2014, by and between the County and USDOT.

"TIFIA Loan Agreement" means the TIFIA Loan Agreement, dated as of December __, 2014, by and among USDOT, the County and EDA, as amended from time to time.

"Trust Agreement" shall mean this Trust Agreement, authorizing the Bond, as supplemented and amended as permitted hereby.

"Trust Agreement Expenses" shall mean those reasonable fees and expenses of the Trustee contemplated by Section 903 of this Trust Agreement and the reasonable fees and expenses of any Paying Agent and the Bond Registrar that shall been approved in writing by an EDA Representative.

"Trust Estate" means,

(a) the items enumerated in clauses (a) and (b) of the Granting Clause of this Trust Agreement; and

(b) proceeds of the foregoing.

"Trustee" shall mean the trustee at the time acting as such under this Trust Agreement whether the original or a successor trustee.

"USDOT" means the United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator.

SECTION 102. Rules of Construction. (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "owner," "Holder," and "person" shall include the plural as well as the singular number.

(b) Where the character or amount of any asset, liability or term of income or expense is required to be determined or any consolidation, combination or other accounting computation is required to be made for the purpose hereof or for the purpose of any document, affidavit or certificate to be executed and delivered in accordance with or pursuant to this Trust Agreement, the same shall be done in accordance with generally accepting accounting principles; provided, however, that whenever the context makes clear that the requirement is that cash, or its equivalent, be available to pay debt service on the Bond, computations regarding such requirement shall be computed on a cash, and not on a generally accepted accounting basis. Computations of debt service payable in any [Bond] Year shall be made in accordance with the agreement that evidences or otherwise provides for the issuance or incurrence of the underlying indebtedness.

(c) The terms "hereby," "hereof," "herein," "hereunder" and any similar terms, refer to this Trust Agreement.

(d) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(e) The use of the term "including" or "include" or of examples generally, shall mean without limitation to the specific examples provided.

(f) Unless the context shall otherwise indicate, "person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, and "owner" when used herein with respect to the Bond shall mean the registered owner of the Bond at the time issued and outstanding under the Trust Agreement.

(g) Words importing the redemption or calling for redemption of the Bond do not mean or refer to the payment of the Bond at maturity or the purchase of the Bond for remarketing or cancellation.

(h) The captions or headings in this Trust Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Trust Agreement.

(i) All references herein to particular articles or sections are references to articles or sections of this Trust Agreement unless some other reference is established.

(j) The Table of Contents is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Trust Agreement or as supplemental thereto or amendatory thereof.

ARTICLE II

DETAILS OF THE BOND; ISSUANCE OF THE BOND

SECTION 201. Limitation on Issuance of the Bond. No Bond may be issued under the provisions of this Trust Agreement except in accordance with the provisions of this Article.

SECTION 202. Form and Numbering of the Bond. The Bond is issuable in fully registered form in a stated aggregate principal amount not to exceed $403,274,894, plus the amount of interest capitalized pursuant to the TIFIA Loan Agreement, in a denomination equal to the entire principal amount thereof. Only one Bond may be Outstanding hereunder at any time. The definitive Bond issued under the provisions of this Article shall be substantially in the form hereinabove set forth, with such appropriate variations, omissions and insertions as may be necessary or appropriate to conform to the provisions of this Trust Agreement. The Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bond may be listed or any usage or requirement of law with respect thereto.

SECTION 203. Details and Execution of the Bond. The Bond shall be dated, shall bear interest until its payment, such interest to the maturity thereof being payable on each Interest Payment Date in each year, and shall be stated to mature (subject to the right of prior redemption), all as hereinafter provided.

The Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date or (b) authenticated prior to the first

Interest Payment Date in which event it shall bear interest from its date; provided, however, that if at the time of authentication of the Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid.

The Bond shall be executed with the signatures or facsimile signatures of the Chairman and of the Secretary and a facsimile of the official seal of EDA shall be impressed or imprinted thereon.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also the Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of the Bond shall be the proper officers to sign the Bond although at the date of such Bond such persons may not have been such officers.

Both the principal of and the interest on the Bond shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. The Principal Installments on the Bond shall be payable by wire transfer on each Principal Payment Date solely from immediately available funds deposited in the Debt Service Fund from amounts received as Basic Payments under the Support Agreement.

Principal and interest payments will be made in the amounts set forth in the schedule of Debt Service Requirements provided by EDA to the Trustee prior to the initial Interest Payment Date and Principal Payment Date.

Interest on the Bond that is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid by the Trustee by wire transfer on each Interest Payment Date solely from immediately available funds. Interest shall be paid by the Trustee to the person in whose name that the Bond is registered at the close of business on the Record Date (whether or not such date is a Business day) occurring before such Interest Payment Date.

In the event of a Payment Default (as defined in the TIFIA Loan Agreement), the EDA shall pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate (as defined in the TIFIA Loan Agreement).

Subject to the foregoing provisions of this Section, the Bond delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, that were carried by such other Bond, and each such Bond shall bear interest from a date such that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 204. Authentication of the Bond. Only if the Bond shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth, duly executed by the Bond Registrar, shall such Bond be entitled to any benefit or security under this Trust Agreement. The Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication on the Bond shall have been duly executed by the Bond

Registrar, and such certificate of the Bond Registrar upon the Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Trust Agreement. The Bond Registrar's certificate of authentication on the Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Bond Registrar.

SECTION 205. Exchange of the Bond. The Bond, upon surrender thereof at the designated corporate trust office of the Bond Registrar in Richmond, Virginia, together with an assignment duly executed by the Holder or its attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Holder thereof, be exchanged for one Bond in the same principal amount, bearing interest at the same rate as the registered Bond surrendered for exchange.

EDA shall make provision for the exchange of the Bond at the designated corporate trust office of the Bond Registrar.

SECTION 206. Registration of Transfer of the Bond. The Bond Registrar shall keep books for the registration, exchange and registration of transfer of the Bond as provided in this Trust Agreement. The Bond Registrar shall evidence acceptance of the duties, obligations and responsibilities of Bond Registrar by execution of the certificate of authentication on the Bond.

The transfer of the Bond may be registered only upon the books kept for the registration of transfer of the Bond upon surrender of such Bond to the Bond Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar.

No transfer of this Bond shall take place accept pursuant to the terms of the TIFIA Loan Agreement. In addition, no transfer shall take place unless the Trustee shall have received from EDA an updated schedule showing the Debt Service Requirements of the Bond, a certificate from the Holder requesting and approving such transfer and a certificate from an EDA Representative directing the trustee to transfer the Bond.

Upon EDA's receipt of all Advances under the TIFIA Loan Agreement and upon the Trustee's receipt from EDA of an updated schedule showing the Debt Service Requirements of the Bond such Bond may be transferred as set forth herein.

Upon any such exchange or registration of transfer, EDA shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new registered Bond, registered in the name of the transferee, in a principal amount equal to the principal amount of such Bond surrendered, of the same series and maturity and bearing interest at the same rate.

In all cases in which the Bond shall be exchanged or the transfer of the Bond shall be registered hereunder, EDA shall execute and the Bond Registrar shall authenticate and deliver the Bond within a commercially reasonable time, according to then prevailing industry standards, in accordance with the provisions of this Trust Agreement. The Bond surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. No service charge shall be made for any registration of transfer or exchange of the Bond, but EDA and the Bond Registrar may require payment of a sum sufficient to cover any tax or other

governmental charge that may be imposed in connection with any registration of transfer or exchange of the Bond.

SECTION 207. Ownership of the Bond. EDA, the Trustee, any Paying Agent or the Bond Registrar and any agent of EDA, the Trustee, any Paying Agent or the Bond Registrar, may treat the person in whose name any Bond is registered on the books of EDA kept by the Bond Registrar pursuant to Section 206 hereof as the Holder of such Bond for the purpose of receiving payment of principal of and interest on, such Bond, and for all other purposes whatsoever, whether such Bond be overdue, and, to the extent permitted by law, neither EDA, the Trustee, any Paying Agent or the Bond Registrar nor any such agent shall be affected by any notice to the contrary.

SECTION 208. Authorization and Issuance of the Bond. There shall be initially issued at one time secured by this Trust Agreement the Bond for the purposes of providing funds, together with any other available funds, for paying a portion of the amount required by MWAA to undertake the funding of the Phase II Project.

The Bond shall be issued in an aggregate principal amount not to exceed $403,274,894 plus amounts of interest capitalized pursuant to the TIFIA Loan Agreement and shall be dated the date of its delivery. The outstanding principal amount of the Series 2014 Bond shall equal the Advances outstanding under the TIFIA Loan Agreement, plus the amount of capitalized interest calculated pursuant to the terms of the TIFIA Loan Agreement, less the aggregate amount of principal paid on the Bond. In addition to any mandatory prepayments required by the TIFIA Loan Agreement, the Bond shall have Principal Installments due each April 1 and October 1 beginning October 1, 2023, with a final maturity date of April 1, 2046, bearing interest at ___% per annum (based upon a 365 or 366 day year, as appropriate, compounded semiannually) with Payment Dates beginning October 1, 2023, and each April 1 and October 1, thereafter.

Promptly following any mandatory prepayments, optional prepayments and upon EDA's receipt of the final Advance, EDA will provide the Trustee with a schedule of the Debt Service Requirements on the Bond received from the Holder.

The Bond shall be executed substantially in the form and in the manner hereinabove set forth or as provided herein and shall be deposited with the Bond Registrar for authentication, but before the Bond shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Registrar, as appropriate, the following:

(a) an executed counterpart, or a copy, certified by the Secretary, of this Trust Agreement;

(b) an executed counterpart, or a copy, certified by the Clerk of the Board of Supervisors of the County and by the Secretary, of the Support Agreement;

(c) an executed counterpart, or a copy, certified by the Clerk of the Board of Supervisors of the County and by the Secretary, of the TIFIA Loan Agreement;

(d) an opinion or opinions of counsel for EDA to the effect that (1) this Trust Agreement has been duly authorized, executed and delivered by EDA, is in full force and effect and is valid and binding on EDA in accordance with its terms; (2) EDA has all necessary power and authority to apply the proceeds of the Bond for the purposes described in this Trust Agreement; (3) the Support Agreement and the TIFIA Loan Agreement have been duly authorized, executed and delivered by EDA, are in full force and effect, and are valid and binding on EDA in accordance with their respective terms, (4) the issuance of the Bond has been duly and validly authorized and all conditions precedent to the delivery of such Bond have been fulfilled and (5) no provision of the Bond or of the Trust Agreement, results in or constitutes a default under any material agreement, indenture or other instrument to which EDA is a party or by which EDA is or may be bound;

(e) an opinion or opinions of counsel for the County to the effect that the Support Agreement and the TIFIA Loan Agreement have been duly authorized, executed and delivered by the County, are in full force and effect and are valid and binding on the County in accordance with their respective terms.

When the documents mentioned in paragraphs (a) to (e), inclusive, of this Section shall have been filed with the Bond Registrar and when the Bond shall have been executed and authenticated by the Bond Registrar upon the request of EDA, as required by this Trust Agreement, the Bond Registrar shall deliver the Bond to or upon the order of USDOT, but only upon confirmation of the sale of the Bond to USDOT pursuant to the terms set forth in the TIFIA Loan Agreement.

Delivery of an executed TIFIA Loan Agreement shall confirm the sale of the Bond to USDOT.

The proceeds of the Series 2014 Bond shall equal the aggregate amount Advances received. Such amounts shall be drawn periodically pursuant to the terms of the TIFIA Loan Agreement and deposited by EDA in the Construction Fund.

SECTION 209. Temporary Bond. Until the definitive Bond is ready for delivery, there may be executed, and upon request of EDA, the Bond Registrar shall authenticate and deliver, in lieu of a definitive Bond and subject to the same limitations and conditions, typewritten, printed, engraved or lithographed temporary Bond, in the form of a fully registered Bond, substantially of the tenor of the Bond set forth in this Trust Agreement and with such appropriate omissions, insertions and variations as may be required.

Until definitive the Bond is ready for delivery, any temporary Bond may, if so provided by EDA by resolution, be exchanged at the designated corporate trust office of the Bond Registrar, without charge to the Holder thereof, for a temporary fully registered Bond in the same principal amount, of like tenor, of the same maturity and bearing interest at the same rate.

If the temporary Bond shall be issued, EDA shall cause the definitive Bond to be prepared and to be executed and delivered to the Bond Registrar, and the Bond Registrar, upon presentation to it at its principal office of any temporary Bond, shall cancel the same and authenticate and deliver in exchange therefor at the place designated by the Holder, without

charge to the Holder thereof, a definitive Bond or Bond of an equal aggregate principal amount, of the same maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bond shall in all respects be entitled to the same benefit and security of this Trust Agreement as the definitive Bond to be issued and authenticated hereunder.

SECTION 210. Mutilated, Destroyed, Stolen or Lost Bond. In case any Bond secured hereby shall become mutilated or be destroyed, stolen or lost, EDA shall cause to be executed, and the Bond Registrar shall authenticate and deliver, a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, and the Holder shall pay the reasonable expenses and charges (including reasonable attorney fees, costs and expenses) of EDA and the Bond Registrar in connection therewith and, in case of a Bond destroyed, stolen or lost, the Holder shall file with the Bond Registrar evidence satisfactory to it and to EDA that such Bond was destroyed, stolen or lost, and of his ownership thereof, and shall furnish EDA and the Bond Registrar indemnity satisfactory to them. If any such Bond has matured or has been called for redemption, instead of issuing a new Bond the Trustee may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond that is mutilated, destroyed, stolen or lost shall constitute an additional contractual obligation of EDA, whether the destroyed, stolen or lost Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bond duly issued under this Trust Agreement. The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, stolen or lost Bond, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

ARTICLE III

REDEMPTION OF THE BOND

SECTION 301. Redemption Dates and Prices. (a) The Bond issued under the provisions of this Trust Agreement shall be subject to mandatory redemption by EDA, either in whole or in part, and at such times and prices and on such terms and conditions as may be provided in the TIFIA Loan Agreement and TIFIA Letter Agreement.

Optional Redemption. The Bond, is subject to redemption at the option of EDA, as directed by the County, in whole or in part, on any date, at a Redemption Price equal to 100% of the principal amount of the Bond to be redeemed plus interest accrued thereon to the Redemption Date. The amount of any partial optional redemption shall be applied ratably to each remaining Principal Installments in accordance with the TIFIA Loan Agreement. Upon a partial optional redemption of the principal of the Principal Installments, the remaining debt service payments hereunder shall be recalculated in accordance with the TIFIA Loan Agreement.

SECTION 302. Redemption Notice. At least 10 but not more than 30 days before the optional Redemption Date of the Bond, whether in whole or in part, the Trustee upon the written request of EDA will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to the Holder.

If the source of redemption is the proceeds of a borrowing by either EDA or the County, any notice of such optional redemption of the Bond may state that it is conditioned upon the timely closing of such borrowing, and, should the borrowing for any reason not close on or before the optional Redemption Date of the Bond, any conditional notice so given may be rescinded at any time before the payment of the Redemption Price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by EDA, the corresponding notice of redemption shall be deemed to be revoked.

SECTION 303. Effect of Calling for Redemption. On the date fixed for redemption, notice having been mailed in the manner and under the conditions hereinabove provided, the Bond or portions thereof called for redemption shall be due and payable at the Redemption Price provided therefor, plus accrued interest to such date; provided, however, that if the notice of an optional redemption states that the call for redemption is expressly conditioned on the timely closing of a borrowing the proceeds of which is the source of redemption, and if such borrowing shall for any reason not close on or before the optional Redemption Date of the Bond, the call for redemption shall be deemed cancelled, void and of no effect and the Bond called for such redemption shall remain outstanding and if presented for payment, such Bond shall be returned forthwith to their registered owners.

SECTION 304. Redemption of a Portion of the Bond. If a portion of the outstanding principal amount of the Bond shall be selected for redemption, the Holder thereof or its attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption on such principal amount, and EDA shall execute and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of the same series and maturity and bearing interest at the same rate.

SECTION 305. Cancellation. The Bond so redeemed, presented and surrendered shall be cancelled upon the surrender thereof.

SECTION 306. Payment of the Bond. Anything to the contrary in this Trust Agreement notwithstanding, no amounts in respect of the Bond shall be considered or deemed to have been paid until the Holder shall have received irrevocable payment in immediately available funds in accordance with the requirements for payment set forth in this Trust Agreement and the TIFIA Loan Agreement.

ARTICLE IV

CONSTRUCTION FUND

SECTION 401. Construction Fund. (a) A special fund is hereby established and designated "Phase II Construction Fund," to the credit of which deposits of any Advances shall be made as required by the provisions of Section 208 of this Trust Agreement. Money to the credit of the Construction Fund shall be subject to a lien and charge in favor of the Holder.

(b) The money in the Construction Fund shall be held by the Trustee in trust and, subject to the provisions of Section 404 of this Trust Agreement, shall be applied solely pay or reimburse the County for the prior or simultaneous payment of Costs of the Phase II Project and, pending such application, shall be subject to a lien and charge in favor of the Holder and for the further security of such Holder until paid out or transferred as herein provided.

SECTION 402. Payments from Construction Fund.

(a) Amounts in the Construction Fund shall be used solely to pay or reimburse the County for the prior or simultaneous payment of Costs of the Phase II Project. All payments from the Construction Fund shall be subject to the provisions and restrictions set forth in this Article and the TIFIA Loan Agreement, and EDA covenants that it will not cause or agree to permit to be paid from the Construction Fund any sums except in accordance with such provisions and restrictions.

(b) Upon receipt of a requisition in the form attached hereto as Exhibit A, the Trustee is authorized and directed to apply the money in the Construction Fund in accordance with such requisition. The Trustee may conclusively rely upon and shall be fully protected in acting or proceeding upon such requisition including the disbursing of the amounts set forth therein and shall have no duty or obligation to confirm that such amounts qualify as Costs of the Phase II Project.

(c) All requisitions and all other statements, orders, certifications and approvals required by this Article as conditions of payment from the Construction Fund, may be conclusively relied upon by the Trustee making such payment, and shall be retained by such officer, subject at all reasonable times to examination by the Holder.

SECTION 403. [Reserved].

SECTION 404. Disposition of Construction Fund Balance. When requisitions have been made for the payment of all obligations that are payable from the Construction Fund, any balance in such account not reserved by the County for the payment of any remaining part of the Cost of the Phase II Project payable from such account shall be used for the mandatory redemption of the Bond, or portion thereof pursuant to the terms of the TIFIA Loan Agreement.

ARTICLE V

REVENUES AND FUNDS

SECTION 501. Establishment of Funds. In addition to the Construction Fund and any funds that may be created hereby or other resolution not inconsistent herewith, the following funds are hereby created, each of which is to be held by the Trustee:

(i) the Debt Service Fund (the "Debt Service Fund"); and

(ii) the Reserve Fund (the "Reserve Fund").

The money in each of said Funds shall be held in trust and applied as herein provided.

SECTION 502. Funds Received. (a) Except as otherwise specifically provided by this Trust Agreement, all Trust Estate money received by the Trustee shall be applied as follows:

(i) first, deposit into the Debt Service Fund, after first taking into account any amounts received pursuant to Section 504:

(1) an amount equal to the interest due on the Bond on the next Interest Payment Date,

(2) an amount equal to the principal due on the Bond on the next Principal Payment Date; and

(3) an amount equal to any Trust Agreement Expenses outstanding;

(ii) second, deposit to the Reserve Fund, an amount that, together with the amount credited to such Fund on such date, is equal to the current Reserve Fund Requirement; and

(iii) any excess funds after the foregoing deposits shall have been made shall be transferred to the County.

The payments and deposits required pursuant to this Section shall be cumulative, and the amount of any deficiency in any semi-annual period shall be added to the amount otherwise required to be paid or deposited thereafter until such time as such deficiency shall have been made up.

Five (5) days prior to each Deposit Day, the Trustee shall notify the County and EDA of the amount of investment income or other money available in the form of cash in the Debt Service Fund on the Deposit Day or that will be available, without any reinvestment, on the next Interest Payment Date to pay principal or interest on the Bond and the Basic Payments otherwise payable on such Deposit Day shall be correspondingly reduced.

Fourteen (14) days after each Deposit Date, the Trustee shall notify the County and EDA if the balance in the Debt Service Fund is insufficient to pay the Principal Installment and interest due and payable on the Bond on the next Interest Payment Date or Principal Payment Date.

If on the fifth (5) day preceding an Interest Payment Date or a Principal Payment Date moneys to the credit of the Debt Service Fund, or any special account created therein, are not sufficient to pay the Principal Installment and interest due and payable on the Bond on such Interest Payment Date or Principal Payment Date, the Trustee shall transfer from the Reserve Fund, if and to the extent money in the Reserve Fund is available for such purpose, an amount equal to the deficiency in the Debt Service Fund or special account therein.

(b) All payments of Basic Payments or Additional Payments received by Trustee from the County pursuant to the Support Agreement shall be deposited in the Debt Service Fund. All payments of County Reserve Payments received by Trustee from the County pursuant to the Support Agreement shall be deposited in the Reserve Fund. EDA shall cause the County to provide the Trustee with sufficient information to identify the nature of the payments sent by the County to the Trustee.

SECTION 503. Application of Money in Debt Service Fund. Money to the credit of the Debt Service Fund shall be subject to a lien and charge in favor of the Holder. Except as otherwise provided in this Trust Agreement, money in the Debt Service Fund shall be used solely for the payment of the principal of and the interest on the Bond. The Trustee shall on each Interest Payment Date withdraw from such money and transfer to the Bond Registrar or Paying Agent who shall transfer to the Holder the amount required to pay the interest on such Bond on such date, and on each Principal Payment Date the Trustee shall withdraw from such money and transfer to the Bond Registrar or Paying Agent which shall set aside in trust, the amounts required for paying the principal of the Bond due on such date, as provided in this Trust Agreement.

SECTION 504. [Application of Money in Reserve Fund. Money to the credit of the Reserve Fund shall be subject to a lien and charge in favor of the Holder.

(a) Not later than five (5) days prior to each Interest Payment Date for the Bond the Trustee shall transfer from the Reserve Fund to the Debt Service Fund

[1] if such Interest Payment Date is not a Principal Payment Date, the amount, if any, required to increase the amount then held to the credit of the Debt Service Fund to an amount equal to the amount of interest scheduled to become due on such date; or

[2] if such Interest Payment Date is also a Principal Payment Date, the amount, if any, required to increase the amount then held for the credit of the Debt Service Fund to an amount equal to the sum of (i) the amount of interest scheduled to become due on such date and (ii) the aggregate amount of the Principal Installment that will become due and payable on such date.

The Trustee shall immediately notify EDA and the County of any such withdrawal from the Reserve Fund.

If the amount transferred from the Reserve Fund to the Debt Service Fund pursuant to the foregoing provisions of this Section shall be less than the amount required to be transferred under such provisions, any amount thereafter deposited to the credit of the Reserve Fund shall be immediately transferred to the Debt Service Fund as, and to the extent, required to make up any such deficiency.

(b) If on the last Business Day prior to any Deposit Date or any other dates directed by an EDA Representative, the amount of money held for the credit of the Reserve Fund shall exceed the Reserve Fund Requirement as then calculated, the Trustee shall transfer from the Reserve Fund the amount of such excess to the Debt Service Fund.

(c) [Subject to Section 603 hereof, [if on each October 31 or April 30] the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall notify EDA and the County of the amount of the deficiency. Upon notification, EDA shall as soon as possible but in no event later than the next Interest Payment Date or Principal Payment Date deliver to the Trustee the amount of such deficiency.]

SECTION 505. Money Held in Trust. All money that the Trustee shall have withdrawn from the Debt Service Fund or shall have received from any other source and set aside or transferred to the Bond Registrar or any Paying Agent for the purpose of paying the Bond hereby secured, either at the maturity thereof or by purchase or call for redemption, or for the purpose of paying interest on the Bond, shall be held in trust for the Holder. Any money that is so set aside or transferred and that remains unclaimed by the Holder for a period of three (3) years after the date on which the Bond has become payable shall be paid to the County, or to such successor as may then be entitled by law to receive the same, and thereafter the Holder shall look only to the County, or to such successor, as the case may be, for payment and then only to the extent of the amounts so received, without any interest thereon, and the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility with respect to such money.

SECTION 506. Cancellation of the Bond. If the Bond is paid, redeemed or purchased, either at or before maturity, it shall be delivered to the Bond Registrar when such payment, redemption or purchase is made, and such Bond shall be cancelled. The Bond cancelled under any of the provisions of this Trust Agreement shall be destroyed by the Bond Registrar, which shall execute a certificate in triplicate, describing the details of the Bond so cancelled and destroyed, and one executed certificate shall be filed with EDA, one with the County and one executed certificate shall be retained by the Bond Registrar.

SECTION 507. Disposition of Fund Balances. After provision shall be made for the payment of the Bond issued under this Trust Agreement, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Trust Agreement, the Trustee shall pay all amounts in any Fund then held by it under this Trust Agreement to the County.

ARTICLE VI

DEPOSITARIES OF MONEY, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

SECTION 601. Security for Deposits. Any and all money deposited under the provisions of this Trust Agreement shall, to the extent provided herein, be trust funds under the terms hereof and shall not be subject to any lien or attachment by any creditor of EDA other than the lien created by this Trust Agreement. Such money shall be held in trust and applied in accordance with the provisions of this Trust Agreement.

All money deposited with the Trustee hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency or held by EDA shall be continuously secured, for the benefit of EDA and the Holder, in the manner provided by Commonwealth law for the security for public funds; provided, however, that it shall not be necessary for the Bond Registrar or any Paying Agent to give security for the deposit of any money with it for the payment of the principal of or the interest on the Bond, or, except as specifically required by this Trust Agreement, for EDA or any Trustee to give security for any money that shall be represented by obligations purchased under the provisions of this Article as an investment of such money.

All money shall be credited to the particular fund or account to which such money belongs.

SECTION 602. Investment of Money. Money held for the credit of all funds shall be continuously invested and reinvested by or at the written direction of a County Representative.

Money held for the credit of the Construction Fund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, at the times required by this Trust Agreement.

Money held for the credit of the Debt Service Fund shall, as nearly as may be practicable, be invested and reinvested in Investment Obligations that shall mature, or that shall be subject to redemption at the option of the holder thereof, not later than the respective dates when the money held for the credit of such Fund will be required for the purposes intended.

Amounts on deposit in any of the Funds shall be held uninvested or invested in Investment Obligations. Any such Investment Obligations must mature or be redeemable at the election of the holder not more than one (1) year from the date of the creation thereof or, if earlier, the earliest date by which the funds invested in such Investment Obligations may be required to be disbursed from the applicable Fund in accordance with the terms of the TIFIA Loan Agreement or this Trust Agreement, which, for purposes of the Reserve Fund shall be the date of the next Interest Payment Date or Principal Payment Date with respect to the Bond.

If a County Representative fails to provide the Trustee with written investment directions the Trustee shall hold such amounts uninvested. The Trustee may conclusively rely upon and

shall be fully protected in acting or proceeding upon any written investment direction of the County Representative as to the suitability and the legality of such directed investments.

[Moneys held for the credit of the Reserve Fund shall, as nearly as may be practicable, be invested and reinvested to the extent permitted by law in Government Obligations or Investment Obligations described in clauses (A), (B) and (G) of the definition of Investment Obligations in Section 101 of this Trust Agreement, which obligations shall mature, or shall be subject to redemption at the option of the holder thereof, not later than the final maturity of the Bond; provided, however, that in the event of a withdrawal of and transfer by the Trustee of moneys from the Reserve Fund to the Debt Service Fund with the result that the balance in the Reserve Fund shall for any period be less than the Reserve Fund Requirement, all such cash deposited or resulting from investments to the credit of the Reserve Fund shall be invested in Investment Obligations that shall mature, or be subject to redemption at the option of the holder thereof, not later than the next Interest Payment Date after the date of such investment or reinvestment until there shall again be to the credit of the Reserve Fund an amount equal to the Reserve Fund Requirement. Provided, further, that notwithstanding the first sentence of this paragraph, moneys for the credit of the Reserve Fund may be invested in repurchase obligations meeting the requirements described in clause (F) of the definition of Investment Obligations, and subject to the following requirements that (1) such obligations are flexible repurchase agreements with a term not greater than the final maturity of the Bond, (2) the counterparty to the agreement or its guarantor, has ratings on its senior debt or claims paying ability of not less than "AA" from S&P, "Aa2" from Moody's and "AA" from Fitch, except that such ratings from any two of these three Rating Agencies shall suffice if the third rating agency provides no rating, (3) collateral is provided in the form of Government Obligations or obligations of federal agencies described in (A) of the definition of Investment Obligations, (4) such collateral is held in the amount of 102% of the amount of the repurchase amount, (5) such collateral is held by an independent third party agent and (6) such collateral is marked to market at least weekly. Provided, however, that if the ratings referenced in (2) above, from all three Rating Agencies are the highest given by such Rating Agencies, then the requirements described in (4) and (6) above are modified so that collateral may be held in the amount of 102% of the amount of the repurchase amount and marked to market at any interval which is not less often than monthly.]

Investment Obligations acquired with money and credited to any Fund or account held by or under the control of the Trustee shall, while so held, be deemed at all times to be part of such Fund or account in which such money was originally held, and the interest accruing thereon and any profit or loss realized upon the disposition or maturity of such investment shall be credited to or charged against such Fund or account. EDA shall direct the Trustee to sell or cause to be sold at the best price obtainable or reduce to cash a sufficient amount of such Investment Obligations whenever it shall be necessary so to do in order to provide money to make any payment or transfer of money from any such Fund or account. The Trustee shall not be liable or responsible for any loss resulting from any such investment under this Trust Agreement.

Whenever a payment or transfer of money between two or more of the Funds established pursuant to Article IV or V of this Trust Agreement is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article, provided that the Investment Obligations

transferred are those in which money of the receiving Fund could be invested at the date of such transfer.

The Trustee may conclusively rely upon a County Representative's written instructions as to both the suitability and legality of the directed investments. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. In the absence of written investment instructions from EDA, the Trustee shall not be responsible or liable for keeping the money held by it hereunder fully invested. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

SECTION 603. Valuation. For the purpose of determining the amount on deposit to the credit of any such Fund, obligations in which money in such Fund or account shall have been invested shall be valued at amortized cost if the average weighted life of the investments to the credit of such Fund or account is five years or less or if more than five years at the market value or the amortized cost thereof, whichever is lower.

The Trustee shall value the Investment Obligations in the Funds held by it at least once in every Bond Year and report such balances to EDA and the County. In addition, the Investment Obligations shall be valued by the Trustee at any time requested by an EDA Representative on reasonable notice (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to value the Investment Obligations more than once in any calendar month.

ARTICLE VII

GENERAL COVENANTS AND REPRESENTATIONS

SECTION 701. Payment of Principal, Interest and Premium. EDA shall cause to be paid, when due, the principal of (whether at maturity, by call for redemption or otherwise) and the interest on the Bond at the places, on the dates and in the manner provided herein and in said Bond according to the true intent and meaning thereof.

The Bond is payable solely from the Trust Estate derived by EDA from the Support Agreement and other money pledged under this Trust Agreement. The Bond issued under this Trust Agreement shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth or of any political subdivision thereof, including EDA and the County. Neither the faith and credit of the Commonwealth nor the faith and credit of EDA or the County are pledged to the payment of the principal of or interest on the Bond, and the issuance of the Bond shall not directly or indirectly or contingently obligate the Commonwealth or the County to levy any taxes whatever therefor or to make any appropriation for their payment except from the revenues and receipts provided for their payment under this Trust Agreement. EDA has no taxing power.

SECTION 702. EDA's Covenant to Perform. EDA shall faithfully perform at all times all of its covenants, undertakings and agreements contained in this Trust Agreement and in any Bond executed, authenticated and delivered hereunder. EDA represents that it is duly authorized under the Constitution and laws of the Commonwealth, particularly the Enabling Act, to issue the Bond authorized hereby and to execute and deliver this Trust Agreement and pledge the Trust Estate, in the manner and to the extent herein set forth as security for the Bond; that all action on its part for the issuance of the Bond initially issued hereunder and that this Trust Agreement has been duly authorized, executed and delivered by EDA and effectively taken; and that such Bond in the hands of the Holder thereof are and will be valid and binding limited obligations of EDA according to their terms.

SECTION 703. Further Instruments and Actions. At the request of the Trustee, the Bond Registrar or any other Trustee, EDA shall execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of this Trust Agreement.

SECTION 704. Request of County to Appropriate. EDA hereby covenants that it shall, through its EDA Representative, request the County annually for each Fiscal Year following the issuance of the Bond to budget, appropriate and pay to the Trustee an amount equal to the Basic Payments payable by the County under the Support Agreement in such Fiscal Year. EDA also hereby covenants that it shall, through its EDA Representative, request the County annually for each Fiscal Year following the issuance of the Bond to budget, appropriate and pay over to the Trustee an amount equal to the estimated Additional Payments payable by the County under a Support Agreement in such Fiscal Year. EDA also hereby covenants that it shall, through its EDA Representative, request the County annually for each Fiscal Year following the issuance of the Bond to budget, appropriate and pay over to the Trustee an amount equal to the estimated County Reserve Payments payable by the County under a Support Agreement in such Fiscal Year.

SECTION 705. Enforcement of Support Agreement. EDA covenants and agrees to enforce its rights and remedies under the Support Agreement to ensure its ability to comply with its covenants and agreements hereunder, including its agreements to satisfy its obligations under this Trust Agreement and the TIFIA Loan Agreement.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 801. Events of Default. (a) Each of the following events is hereby declared an Event of Default:

(1) payment of any installment of interest on the Bond shall not be made when the same shall become due and payable; or

(2) payment of any Principal Installment, of any Bond shall not be made when the same shall become due and payable, whether at maturity or by proceedings for redemption or otherwise; or

(3) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Trust Agreement and such default shall not be cured within thirty (30) days after receipt by EDA of a written notice from the Trustee or the Holder of a majority in aggregate principal amount of the Bond then outstanding specifying such default and requiring the same to be remedied; provided, however, that if such default is capable of cure but cannot reasonably be cured within such thirty (30) day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (3) so long as within such thirty (30) day period EDA shall commence actions reasonably designed to cure such default and shall diligently pursue such actions until such default is cured; provided such default is cured within one hundred eighty (180) days of the first occurrence of such failure; or

(4) the occurrence of a Bankruptcy Related Event or an event of default under the TIFIA Loan Agreement.

(b) Upon the occurrence of an Event of Default actually known to the Trustee, the Trustee shall give prompt written notice to EDA specifying the nature of the Event of Default. EDA shall give the Trustee notice of all events of which it is aware that either constitute Events of Default under this Trust Agreement or, upon notice by or to EDA or the passage of time, would constitute Events of Default hereunder.

SECTION 802. Acceleration of Maturities. Upon the happening and continuance of any Event of Default specified in clause (a) of Section 801, then and in every such case the Trustee may, and upon the written request of the Holder shall, declare the principal of all of the Bond then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bond or this Trust Agreement to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bond shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Trust Agreement, money shall have accumulated in the Debt Service Fund sufficient to pay the principal of all matured Principal Installments of the Bond and all arrears of interest, if any, upon all the Bond then outstanding (except the Principal Installments of the Bond not then due and payable by their terms and the interest accrued on the Bond since the last Interest Payment Date) and the charges, compensation, expenses, disbursements, advances and liabilities of the Bond Registrar and the Trustee and all other amounts then payable by EDA hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and any default in the observance or performance of any covenant, condition, agreement or provision contained in the Bond or this Trust Agreement (other than a default in the payment of the principal of such Bond then due and payable only because of a declaration under this Section) shall have been remedied to the satisfaction of the Trustee, then, in every case, this Trustee shall, by written notice to EDA, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 803. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in clause (a) of Section 801 of this Article, then and in every

such case the Trustee shall, in the case of clause (a)(1) or (a)(2) and may, in the case of clause (a)(3) or (a)(4), and shall proceed and upon the written request of the Holder shall proceed to protect and enforce its rights and the rights of the Holder under the laws of the Commonwealth or under this Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel chosen by the Trustee or by such Holder, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming and remaining due from EDA for principal, interest or otherwise under any of the provisions of this Trust Agreement or of the Bond, together with interest on overdue payments of principal at the rate or rates of interest payable on any Bond outstanding and all costs and expenses of collection and of all proceedings hereunder, without prejudice to any other right or remedy of the Trustee or of the Holder and to recover and enforce any judgment or decree against EDA, but solely as provided herein, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 804. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then thereafter and in every such case, EDA, the Trustee and the Holder shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

SECTION 805. Control of Proceedings by Holder. Anything in this Trust Agreement to the contrary notwithstanding, the Holder shall have the right, subject to the provisions of Section 903 of this Trust Agreement, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall be in accordance with law and the provisions of this Trust Agreement.

SECTION 806. Restrictions Upon Actions by Holder. [to be revised] Except as provided in Section 811 of this Article, the Holder shall not have any right to institute any suit, action or proceeding in equity or at law on the Bond or for the execution of any trust hereunder or for any other remedy hereunder unless the Holder previously shall have given to the Trustee, EDA and the Bond Registrar written notice of the Event of Default on account of which such

suit, action or proceeding is to be instituted, and unless also the Holder shall have made a written request of the Trustee after the right to exercise such powers or right of action as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and unless, also, there shall have been offered to the Trustee, reasonable security and indemnity against the costs, expenses and liabilities (including attorney's fees, costs and expenses) to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Holder may institute any such suit action or proceeding in its name for the benefit of the Holder. It is understood and intended that, except as otherwise above provided, the Holder shall not have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of the Holder and that any individual rights of action or other right given to one or more of such Holder by law are restricted by this Trust Agreement to the rights and remedies herein provided.

SECTION 807. Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Trust Agreement or under the Bond may be enforced by the Trustee without the possession of the Bond or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants the Holder hereby secured, and any recovery of judgment shall be for the benefit of the Holder.

SECTION 808. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Holder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 809. Delay Not a Waiver. No delay or omission by the Trustee or of any Holder in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power or remedy given by this Trust Agreement to the Trustee and to the Holder may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Holder shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Trust Agreement or before the completion of the enforcement of any subsequent default or defaults or impair any rights or remedies consequent thereon.

SECTION 810. Notice of Default. The Trustee shall provide to the Bond Registrar to mail, by certified mail, return receipt requested, to the Holder at its address as it appears on the registration books written notice of the occurrence of any Event of Default

specified in clause (a) of Section 801 of this Article, within thirty (30) days after the Trustee shall have actual notice of the same, that any such Event of Default shall have occurred.

SECTION 811. Right to Enforce Payment of the Bond Unimpaired. Nothing in this Article shall affect or impair the right of the Holder to enforce the payment of the principal of and the interest on his Bond or the obligation of EDA to pay the principal of and the interest on each Bond to the Holder thereof at the time and place in said Bond expressed.

ARTICLE IX

CONCERNING THE TRUSTEE, BOND REGISTRAR, DEPOSITARY AND PAYING AGENT

SECTION 901. Acceptance of Duties. U.S. Bank National Association, with a designated corporate trust office in Richmond, Virginia, is hereby appointed as Trustee under this Trust Agreement and accepts the duties, obligations and trusts imposed upon said bank by this Trust Agreement. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

None of the provisions contained in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

SECTION 902. Trustee Not Liable for Failure of EDA to Act. The Trustee shall not be liable or responsible because of the failure of EDA or of any of its employees or agents to make any collections or deposits or to perform any act herein required of EDA or because of the loss of any money arising through the insolvency or the act or default or omission of any other Trustee in which such money shall have been deposited under the provisions of this Trust Agreement. The Trustee shall not be responsible for the application or investment of any of the proceeds of the Bond or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, investment, payment, withdrawal or transfer shall be made in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

SECTION 903. Compensation and Indemnification of Trustee. Subject to the provisions of any contract with EDA or the County relating to compensation, EDA shall pay the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties

hereunder and shall indemnify and save the Trustee harmless against any liabilities that it may incur in the proper exercise and performance of its powers and duties hereunder, but solely from money available for such purpose under the terms of this Trust Agreement. Such indemnification shall survive the termination of this Trust Agreement or the sooner resignation or removal of the Trustee.

SECTION 904. Trustee May Rely on Certificates; Additional Trustee Provisions. If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee and in any case in which this Trust Agreement provides for permitting or taking any action, the Trustee, may conclusively rely upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Trust Agreement, any request, notice, certificate or other instrument from EDA or the County to the Trustee shall be deemed to have been signed by the proper party or parties if signed by any EDA Representative or any County Representative, respectively, and the Trustee may accept and conclusively rely upon a certificate signed by any EDA Representative and County Representative as to any action taken by EDA and the County, respectively.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care, but shall be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Trustee may consult with counsel, and the advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

Before taking any action under this Trust Agreement relating to an event of default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Bond as it becomes due or causing an acceleration of the Bond whenever required by the Trust Agreement, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability resulting from its negligence or willful misconduct in connection with any action so taken.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bond.

The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Trust Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by EDA or the County, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that EDA and the County, respectively, shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If EDA or the County, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. EDA agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 905. Notice of Default. Except upon the happening of any Event of Default specified in clause (a)(1) or (a)(2) of Section 801 of this Trust Agreement, the Trustee shall not be deemed to have notice of any Event of Default hereunder, unless specifically notified in writing of such event of default by EDA, the County or the Holder.

SECTION 906. Trustee May Do Business with EDA and the County. The bank or trust company acting as Trustee under this Trust Agreement, and its directors, officers, employees or agents, may engage or be interested in any financial or other transaction with EDA and the County, and may maintain any and all other general banking and business relations with EDA and the County with like effect and in the same manner as if the Trustee were not a party to this Trust Agreement; and no implied covenant shall be read into this Trust Agreement against the Trustee in respect of such matters.

SECTION 907. Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein (excluding the last such recital) and in the Bond (excluding the Bond Registrar's certificate of authentication on the Bond) shall be taken and construed as made by and on the part of EDA and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

SECTION 908. Reliance on Certain Documents. The Trustee may conclusively rely upon and shall be fully protected and shall incur no liability in acting or proceeding, or in

not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Trust Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, or upon the written opinion of any attorney, engineer or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of this Trust Agreement or otherwise to the giving to any person of notice of the provisions hereof. The Trustee shall not be responsible for insuring the Phase II Project or collecting any insurance money, or for the validity of the execution by EDA of this Trust Agreement or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bond.

SECTION 909. Resignation and Removal of Trustee Subject to Appointment of Successor. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 913.

SECTION 910. Resignation of Trustee. The Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing to be given to EDA and to be mailed to all owners of the Bond, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder, if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

SECTION 911. Removal of Trustee. The Trustee may be removed by EDA [or the Holder] at any time so long as no Event of Default shall have occurred and be continuing. A facsimile copy of each such instrument shall be delivered promptly by EDA to the Trustee. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of EDA pursuant to resolution of the owners of not less than a majority in aggregate principal amount of the Bond then outstanding under this Trust Agreement.

SECTION 912. Appointment of Successor Trustee. If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, EDA shall appoint a Trustee to fill such vacancy. EDA shall cause notice of any such appointment to be mailed to all owners of the Bond.

At any time within one year after any such vacancy shall have occurred, the owners of a majority in principal amount of the Bond hereby secured and then outstanding, by an instrument or concurrent instruments in writing, executed by such owners and filed with EDA, may appoint

a successor Trustee, that shall supersede any Trustee theretofore appointed by EDA. Facsimile copies of each such instrument shall be delivered promptly by EDA to the predecessor Trustee and to the Trustee so appointed.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within ten (10) days after the vacancy shall have occurred, the Holder of any Bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction within the Commonwealth to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars ($50,000,000).

SECTION 913. Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to EDA, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts and subject to all the duties and obligations, of its predecessor; but such predecessor shall, nevertheless, on the reasonable written request of its successor or of EDA, and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 903, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from EDA be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request be executed, acknowledged and delivered by EDA.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Trust Agreement and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

Section 914. Provision of Indemnification to Trustee. Where, in this Trust Agreement, including, without limitation, Sections 210, [803,] 806 and 904 hereof, the Holder may be required to provide to the Trustee indemnification satisfactory to the Trustee prior to the Trustee's taking certain actions hereunder, in any case where the Holder would be required to provide indemnification in favor of the Trustee, such indemnification shall, to the extent permitted by law, be provided by the EDA, but only from any Trust Estate money received by the Trustee applied in payment of such amounts as Trust Expenses. Nothing herein shall limit the Trustee's right to reimburse itself from any surplus moneys on hand in any Fund, other than any amounts in the Debt Service Fund deposited in respect of principal or interest due on the

Bond on the next Payment Date or any amounts in the Reserve Fund, held by it as provided in this Trust Agreement.

ARTICLE X

EXECUTION OF INSTRUMENTS BY HOLDER, PROOF OF OWNERSHIP OF THE BOND, AND DETERMINATION OF CONCURRENCE OF HOLDER

SECTION 1001. Execution of Instruments by Holder. Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Holder may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holder or its attorney or legal representatives. Proof of the execution of any such instrument and of the ownership of the Bond shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of EDA with regard to any action taken by either under such instrument if made in the following manner:

(1) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(2) The ownership of the Bond shall be proved by the registration books kept under the provisions of Section 206 of this Trust Agreement.

Nothing contained in this Article shall be construed as limiting EDA to such proof, it being intended that EDA may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Holder shall bind every future Holder of the same Bond in respect of anything done by such Holder or a Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, EDA shall not be required to recognize any person as a Holder or to take any action at his request unless such Bond shall be deposited with it.

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

SECTION 1101. Supplemental Agreements Without Consent of Holder. EDA from time to time and at any time, may enter into such supplements and amendments to this Trust Agreement as shall be consistent with the terms and provisions of this Trust Agreement (which Trust Agreement shall thereafter form a part hereof) and the TIFIA Loan Agreement:

(a) to cure any ambiguity or formal defect or omission, or to correct or supplement any provision herein that may be inconsistent with any other provision herein, or

(b) to grant to or confer upon the Holder any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holder, or

(c) to add to the conditions, limitations and restrictions thereafter to be observed by EDA under the provisions of this Trust Agreement, or

(d) to add to the covenants and agreements of EDA in this Trust Agreement other covenants and agreements thereafter to be observed by EDA or to surrender any right or power herein reserved to or conferred upon EDA, or

(e) to make change necessary to comply with the requirements of Fitch, Moody's or S&P, or

(f) to make any other change that would not materially and adversely affect the interests of the Holder and, if such other change will affect the Holder, EDA delivers to the Trustee an opinion of counsel, to the reasonable satisfaction of the Holder, which confirms or demonstrates that such change would not reasonably be likely to materially and adversely affect the interests of the Holder.

SECTION 1102. Modification of Agreements with Consent of Holder. Subject to the terms and provisions contained in this Section, and not otherwise, the Holder shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the entry by EDA into such supplement or amendment as shall be deemed necessary or desirable by EDA for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on the Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) the creation of a pledge or lien on the money credited to the Debt Service Fund, or the Construction Fund other than the pledge and lien created by this Trust Agreement, or (e) a reduction in the aggregate principal amount of Bond required for consent to such supplemental agreement or (f) the issuance of additional bonds. Nothing herein contained, however, shall be construed as making necessary the approval by the Holder of the adoption and acceptance of any supplement or amendment to this Trust Agreement as authorized in Section 1101 of this Article.

If at any time EDA shall determine that it is desirable to enter any supplement or amendment to this Trust Agreement for any of the purposes of this Section, EDA shall cause notice of the proposed execution of such supplement or amendment to be mailed, first class, postage prepaid, to the Holder. Such notice shall briefly set forth the nature of the proposed supplement or amendment to this Trust Agreement and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by the Holder. EDA shall not, however, be subject to any liability to any Holder by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplement or amendment to this Trust Agreement when approved and consented to as provided in this Section.

Upon the execution of any supplement or amendment to this Trust Agreement pursuant to the provisions of this Section, this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Trust Agreement of EDA, the Trustee, the Bond Registrar and the Holder shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Trust Agreement as so modified and amended.

Notwithstanding anything herein to the contrary, no supplement or amendment to this Trust Agreement that would reasonably be likely to have a material adverse effect on the Holder, if any, shall take effect without the consent of the Holder. Notwithstanding any of the provisions of Section 1101 or any other provisions herein, any supplement or amendment to this Trust Agreement that modifies the terms of the Bond may be delivered by the Trustee with the consent of the Holder and shall not be delivered without the consent of the Holder.

ARTICLE XII

SUPPLEMENTS AND AMENDMENTS TO OTHER AGREEMENTS

SECTION 1201. Supplements and Amendments Not Requiring Holder Consent. EDA may enter into supplements and amendments to the Support Agreement only in accordance with the provisions of this Article. From time to time and at any time, EDA may enter into such supplements and amendments that do not adversely affect the Holder after thirty (30) days' prior notice to, but without the consent of, the Trustee. From time to time and at any time, EDA may enter into other supplements and amendments to such agreements, and the Trustee may consent to such amendments and supplements to such that do not adversely affect the Holder (which supplements and amendments shall thereafter form a part thereof),

(a) to cure any ambiguity or formal defect or omission in of such agreements or in any supplement or amendment thereto, or

(b) to grant to or confer upon EDA or the Trustee, for the benefit of the Holder, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holder or EDA or the Trustee, or

(c) to make any other change in either of such agreements, provided only that no such change shall be made to the Support Agreement that would be materially adverse to the interests of the Holder.

Amendments or supplements to the Support Agreement pursuant to this Section 1201 may be made without the consent of the Holder.

SECTION 1202. Supplements and Amendments Requiring Holder's Consent. Except for supplements or amendments provided for in Section 1201, EDA shall not enter into and the Trustee shall not consent to any supplement or amendment to the Support Agreement unless notice of the proposed execution of such supplement or amendment shall have been given and the Holder shall have consented to and approved the execution thereof, in the same manner

as provided for in Section 1102 hereof in the case of supplements and amendments to this Trust Agreement; provided that the Trustee shall be entitled to exercise its discretion in consenting or not consenting to any such supplement or amendment in the same manner as provided for in Section 1104 hereof in the case of supplements and amendments to this Trust Agreement.

SECTION 1203. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in conclusively relying upon, the opinion of any counsel approved by it, who may be counsel for EDA, as evidence that any such proposed supplement or amendment does or does not comply with the provisions of this Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to join the execution of such supplement or amendment to the Support Agreement.

ARTICLE XIII

DEFEASANCE

SECTION 1301. Defeasance. When (a) the Bond secured hereby shall have become due and payable in accordance with its terms or otherwise as provided in this Trust Agreement, and (b) the whole amount of the principal and the interest so due and payable upon the Bond shall be paid to the Holder, and (c) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by EDA, then and in that case the right, title and interest of the Holder in the Funds mentioned in this Trust Agreement shall thereupon cease, determine and become void and, on demand of EDA and upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel nationally recognized as expert in legal matters relating to states and their political subdivisions, to the effect that all conditions precedent to the release of this Trust Agreement have been satisfied, the Trustee shall release this Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by EDA and shall turn over to the County, any surplus in any and all balances remaining in the Funds. Otherwise, this Trust Agreement shall be, continue and remain in full force and effect

ARTICLE XIV

MISCELLANEOUS PROVISIONS

SECTION 1401. Effect of Dissolution of EDA. In the event EDA for any reason shall be merged or annexed or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Trust Agreement by or on behalf of or for the benefit of EDA shall bind or inure to the benefit of the successor or successors of EDA from time to time and any officer, board, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term "EDA" as used in this Trust Agreement shall include such successor or successors.

SECTION 1402. Effect of Covenants. All covenants, stipulations, obligations and agreements of EDA contained in this Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of EDA to the full extent authorized or permitted by

law, and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided in this Trust Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon EDA by the provisions of this Trust Agreement shall be exercised or performed by EDA, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the Commission or of any agent, officer or employee of EDA in his individual capacity.

SECTION 1403. Successorship of Paying Agent and Bond Registrar. (a) Any bank or trust company with or into which any Paying Agent or the Bond Registrar may be merged or consolidated, or to which the assets and business of such Paying Agent or the Bond Registrar may be sold, shall be deemed the successor of such Paying Agent and Bond Registrar for the purposes of this Trust Agreement. If the position of any Paying Agent or the Bond Registrar shall become vacant for any reason, EDA, provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by EDA in connection therewith, shall appoint a bank or trust company having a combined capital surplus and undivided profits of not less than $50,000,000 to fill such vacancy within thirty (30) days after EDA receives notice of such vacancy.

(a) The Bond Registrar shall give notice of each appointment of such successor by mailing written notice of such event by first class mail, potage prepaid, to all registered owners of the Bond at their addresses as they appear on the registration books. Neither EDA nor the Bond Registrar, however, shall be subject to any liability to any Holder by reason of its failure to mail any such notice.

SECTION 1404. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by EDA or the Trustee or the Bond Registrar shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested postage prepaid, addressed as follows:

(a) As to EDA --

Fairfax Economic Developmental Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22180
Attention: Executive Director

With a copy thereof sent to:

Thomas O. Lawson, Esq.
10810 Main Street, Suite 200
Fairfax, Virginia 22030

With a second copy sent to:

Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035
Attention: County Executive

(b) As to the Trustee –

U.S. Bank National Association
Stephanie E. Haysley, Vice President
U.S. Bank Global Corporate Trust Services
1021 East Cary Street, Suite 1850, Richmond, VA 23219

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by facsimile transmission (including by PDF) or telephone (other than investment directions) and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Trustee or EDA under the provisions of this Trust Agreement, or photographic copies thereof, shall be retained in its possession until this Trust Agreement shall be released under the provisions of Section 1301 of this Trust Agreement, subject at all reasonable times to the inspection of EDA and the Holder and the agents and representatives thereof.

SECTION 1405. Substitute Mailing. If, because of the temporary or permanent suspension of postal service, EDA or the Bond Registrar shall be unable to mail any notice required to be given by the provisions of this Trust Agreement, EDA or the Bond Registrar shall give notice in such other manner as in the judgment of EDA or the Trustee or the Bond Registrar shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

SECTION 1406. Parties, Bond Registrar and Holder Alone Have Rights under Agreement. Except as herein otherwise expressly provided, nothing in this Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Trustee, the Bond Registrar, and EDA and the Holder, any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision hereof, this Trust Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Bond Registrar, EDA and the Holder.

SECTION 1407. Effect of Partial Invalidity. In case any one or more of the provisions of this Trust Agreement or of the Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Trust Agreement or the Bond, but this Trust Agreement and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bond or this Trust Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or Agreement shall be deemed to be the covenant, stipulation, obligation or agreement of EDA to the full extent permitted by law.

SECTION 1408. Governing Law. This Trust Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of law principles thereof.

SECTION 1409. No Recourse Against Members, Officers or Employees of EDA. No recourse under, or upon, any statement, obligation, covenant, or agreement contained in this Trust Agreement; or in the Bond hereby secured; or in any document or certification whatsoever; or under any judgment obtained against EDA or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee or agent of EDA, as such, for the payment for or to, EDA or any receiver of either of them, or for, or to, the Holder or otherwise, of any sum that may be due and unpaid upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, EDA or any receiver of either of them, or for, or to, any Holder or otherwise, of any sum that may remain due and unpaid upon the Bond hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Trust Agreement and the issuance of the Bond.

SECTION 1410. Expenses Payable under Trust Agreement. All expenses incurred in carrying out this Trust Agreement shall be payable solely from funds derived by EDA from the Support Agreement in accordance with the provisions of this Trust Agreement. Anything in this Trust Agreement to the contrary notwithstanding, the performance by EDA of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of EDA for all warranties and other covenants herein shall be limited solely to the money and revenues received from the payments from the Support Agreement(s), and from money attributable to the proceeds of the Bond, or the income from the temporary investment thereof, and, to the extent herein, the proceeds of insurance, sale and condemnation awards; and EDA shall not be required to effectuate any of its duties, obligations, powers or covenants except from, and to the extent of, such money, revenues, proceeds, and payments.

SECTION 1411. Dealing in the Bond. The Trustee, the Bond Registrar and any bank or trust company acting as Paying Agent under this Trust Agreement and its directors, officers, employees or agents, and any officer, employee or agent of EDA, may in good faith, buy, sell, own, hold and deal in the Bond issued under the provisions of this Trust Agreement and may join in any action which any Holder may be entitled to take with like effect as if such

bank or trust company were not the Trustee, the Bond Registrar or a Paying Agent under this Trust Agreement or as if such officer, employee or agent of EDA did not serve in such capacity.

SECTION 1412. Payments Due on Saturday, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of the Bond shall be a Saturday, Sunday or a legal holiday or not a Business Day, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the interest payment date and no interest on such payment shall accrue for the period after such date.

SECTION 1413. Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

SECTION 1414. Further Authority. The officers of EDA and other agents or employees of EDA are hereby authorized to do all acts and things required of them by this Trust Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond and this Trust Agreement.

SECTION 1415. Agreement Effective. This Trust Agreement shall take effect immediately upon its execution and delivery.

FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY

_____

Chairman of the Fairfax County Economic Development Authority, Virginia

Attest:

_____

Secretary of the Fairfax County Economic Development Authority, Virginia

(SEAL)

[TRUSTEE]

_____

Attachment 9

Exhibit A

[FORM OF REQUISITION

Construction Fund]

_____

FAIRFAX ECONOMIC DEVELOPMENT AUTHORITY – Trust Agreement, dated as of _____ , 2014 Securing Revenue Bond (Silver Line Phase II Project)
Requisition from the Construction Fund

Requisition No. _____ ("item number")

This requisition for payment from the Project Construction Cost Account in the Construction Fund is submitted in accordance with the provisions of the Trust Agreement, dated as ____ 1, 20__, between the Fairfax Economic Development Authority and you as Trustee. Please see the attached requisition submitted to USDOT pursuant to the TIFIA Loan Agreement (the "TIFIA Requisition") which you may rely on exclusively as evidence that such costs described therein are Costs of the Phase II Project.

You are hereby notified that you are authorized and directed by the undersigned County Representative to reimburse the County or to pay the obligation set forth in the attached TIFIA Requisition.

Dated _____ [Name]

By:

County Representative

ACTIVE 204236754v.7

Attachment 7

County & Authority

SUPPORT AGREEMENT

This Support Agreement (this "Agreement"), dated as of _____, 20__, is by and between the Fairfax County Economic Development Authority (the "Authority") and the Board of Supervisors of Fairfax County, Virginia (the "County").

SECTION I. DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the words and terms defined in this Section I have the respective meanings given to them herein:

"Additional Payments" shall have the meaning set forth in Section 3.01(e).

"Basic Payments" means the payments made or to be made by the County, to or for the account of the Authority to the Trustee, in respect of scheduled interest and principal payments on the Bond. [Basic Payments do not include payment of the principal amount of the Bond occasioned by the acceleration of the maturity thereof following an Event of Default under the Trust Agreement or the TIFIA Loan Agreement.]

"Bond" means the $403,274,894 Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project) Series 2014, dated December [__], 2014.

"Bond Payment Date" means each Interest Payment Date and Principal Payment Date on the Bond.

"County Payments" means the Additional Payments, Basic Payments and County Reserve Payments.

"County Reserve Payments" means the payments made as set forth in Section 3.01(d) to replenish or add to the Reserve Fund established for the Bond in the Trust Agreement.

"Fiscal Year" shall have the meaning set forth in the Trust Agreement.

"Holder" shall have the meaning set forth in the Trust Agreement.

"Interest Payment Date" means each February 1 and August 1 each such date being a date two months prior to the date when interest is scheduled to be due and payable on the Bond.

"Phase 2" shall have the meaning set forth in the TIFIA Loan Agreement.

"Principal Payment Date means each February 1 and August 1 being a date two months prior to the date upon which a principal installment of the Bond is due and payable.

"Purchaser" means the TIFIA Lender, which shall purchase the Bond from the EDA on the date hereof.

"Related Document" shall have the meaning set forth in the TIFIA Loan Agreement.

"Reserve Fund" means the reserve fund for the Bond established in the Trust Agreement.

"Support Agreement" means this Support Agreement, as the same may be amended by written agreement of the parties with the consent of the Holder of the Bond as provided in Section 4.03 hereof.

"TIFIA Letter Agreement" means the TIFIA Letter Agreement, dated as of December [__], 2014 by and between the County and USDOT.

"TIFIA Loan Agreement" means that TIFIA Loan Agreement, dated as of December [__], 2014 by and among USDOT, the County and EDA, including any supplements or amendments thereto with respect to the Bond issued under this Trust Agreement evidenced by the Bond.]

"Trust Agreement" means the Trust Agreement, dated as of [December 1], 2014 between the EDA and U.S. Bank National Association, as Trustee, pursuant to which the EDA assigns to the Trustee all of the EDA's rights under the Support Agreement, including the EDA's rights to receive County Payments under and to enforce the terms and provisions of this Support Agreement.

"Trustee" means U.S. Bank National Association with a principal corporate office in Richmond, Virginia.

"USDOT" mean the United States Department of Transportation, acting by and through the Federal Highway Administrator, and its successors and assigns.

SECTION II. ISSUANCE OF THE BOND BY THE AUTHORITY

Section 2.01. Issuance of the Bond. The EDA agrees to issue the Bond on or before December [__], 2014. The Purchaser has agreed to buy the Bond from the EDA on December [__], 2014.

Section 2.02. Purpose for the Issuance of the Bond. The EDA agrees to apply the proceeds of the Bond, together with other funds, to finance construction of Phase 2 pursuant to the terms of the Trust Agreement and the TIFIA Loan Agreement.

SECTION III. PAYMENT UNDERTAKING BY THE COUNTY

Section 3.01. Basic Payments, Bond Debt Service Payments, Reserve Fund Payments and Additional Payments. (a) The County hereby agrees to make Basic Payments on each Bond

Payment Date in the amounts set forth on **Exhibit G** to the TIFIA Loan Agreement, as may amended from time to time, subject to the provisions of Sections 3.02 and 3.03 below.

(b) the County may, at its option, prepay the Basic Payments in accordance with the terms of the Bond and the terms of the TIFIA Loan Agreement in whole or in part on not less than [thirty (30) days'] written notice to the EDA accompanied by a specific direction to the EDA to apply such prepayment to the redemption of the Bond in accordance with its terms and the terms of the TIFIA Loan Agreement. Upon such redemption, the EDA shall credit the principal amount of the Bond so redeemed against the Basic Payments and reduce the remaining Basic Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bond so redeemed, (y) the interest on the Bond so redeemed and (z) the interest that would have accrued on such Bond so redeemed but for such prepayment redemption.

(c) the County will prepay the County Payments in whole or in part at any time on not less than [five (5) days'] written notice to the EDA upon the mandatory redemption of Bonds in whole or in part pursuant to the terms of the TIFIA Loan Agreement and the TIFIA Letter Agreement. Upon such mandatory redemption, the EDA shall credit the principal amount of the Bond so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Bond so redeemed, (y) the interest on the portion of the Bond so redeemed and (z) the interest that would have accrued on the portion of such Bond so redeemed but for such prepayment redemption. The remaining County Payments shall be recalculated as provided in the TIFIA Loan Agreement.

(d) In the event that, at any time during any Fiscal Year while the Bond remains outstanding under the Trust Agreement, whether due to additional disbursements made under the TIFIA Loan Agreement or from previous payments of debt service on the Bond, the amount to the credit of the Reserve Fund is less than the requirement therefor established by the Trust Agreement, the County shall forthwith budget, appropriate and pay over from its General Fund to the Trustee the amount of such deficiency in the form of County Reserve Payments. The obligation of the County under this subsection (d) of this Section 3.01 to make any such payment is in all respects subject to the provisions of Section 3.02.

(e) The County agrees to make as Additional Payments for Phase 2 all other amounts (other than Basic Payments) payable by the County to the EDA under this Support Agreement as set forth below in Section 3.01(f).

(f) The County will pay as Additional Payments the following:

(1) all reasonable fees and expenses (including reasonable attorney's fees, costs and expenses) of the Trustee and, to the extent permitted by law, the costs and expenses of holding the Trustee harmless against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by the Trustee and arising out of or in connection with its acting as Trustee under the Trust Agreement;

(2) all reasonable fees and expenses of the bond registrar, any depository and any paying agent appointed under the Trust Agreement; and

(3) all loan servicing fees payable to USDOT and any fees, costs, charges and expenses incurred by USDOT (including the reasonable fees, costs and expenses of counsel and other advisors) in connection with the negotiation, preparation, execution, delivery and performance of the TIFIA Loan Agreement; and

(4) all reasonable fees and expenses of the EDA including, without limitation, the reasonable fees and expenses of its counsel in connection with the financing Phase 2, the preparation of this Support Agreement, the TIFIA Loan Agreement and the Trust Agreement, any expenses payable by the EDA under the Trust Agreement or the TIFIA Loan Agreement and not otherwise payable by the County under this Support Agreement, and, to the extent permitted by law, the costs and expenses of holding the EDA harmless against any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or willful misconduct by the EDA and arising out of or in connection with this Support Agreement, the TIFIA Loan Agreement, the Bond or the Trust Agreement.

Section 3.02. Payments Subject to Appropriation. The obligation of the County to make the County Payments under this Support Agreement is contingent upon the appropriation for the applicable Fiscal Year by the Fairfax County Board of Supervisors of funds from which such County Payments can be made. The County shall not be liable for any County Payments that may be payable pursuant to this Support Agreement unless and until such funds have been appropriated for payment for such purpose and then only to the extent thereof. This Support Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 3.03. County Executive to Request Appropriations. The Board of Supervisors of the County covenants that it will cause the County Executive of Fairfax County (or any person succeeding to the principal function thereof or such other relevant official or employee) in preparing the County's operating budget for each Fiscal Year so long as the Bond remains outstanding under the Trust Agreement to include therein the debt service on the Bond that is scheduled to become due and payable and estimated increases in the Reserve Fund requirement, whether due to additional disbursements made under the TIFIA Loan Agreement or from previous payments of debt service on the Bond, during such Fiscal Year for which the budget is proposed.

Section 3.04. Consent to Assignment. The County hereby agrees that the EDA shall assign to the Trustee the EDA's rights under this Support Agreement, including the EDA's rights to receive County Payments under and to enforce the terms and provisions of this Support Agreement.

SECTION IV. MISCELLANEOUS

Section 4.01. Third Party Beneficiaries. This Payment Agreement shall inure to the benefit of the EDA, the County and the Holder of the Bond, and no other persons shall be deemed third party beneficiaries of this Support Agreement.

Section 4.02. Net Contract. The County shall pay to the EDA all County Payments payable to the EDA free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever, and under no circumstances or conditions shall the EDA be expected or required to make any payment of any kind with respect to Phase 2 or be under any obligation or liability hereunder, except as provided in this Support Agreement, the Trust Agreement, the TIFIA Loan Agreement, the TIFIA Letter Agreement or any other Related Document to which the EDA is a party.

Section 4.03. Amendments. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by the Authority and the County with the prior written consent of the Holder of the Bond.

Section 4.04. Effective Date. This Agreement shall take effect immediately upon its execution and delivery.

Section 4.05. Termination. This Agreement shall terminate upon the redemption of the Bond.

Section 4.06. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4.07. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[The rest of this page is left blank intentionally]

IN WITNESS WHEREOF, the EDA and the County have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first written above.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____
Chairman

[SEAL]

ATTEST:

By: _____
Secretary

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____
County Executive

[SEAL]

ATTEST:

By: _____
Clerk to the Board of Supervisors

Attachment 8

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF A LETTER AGREEMENT BETWEEN THE COUNTY AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION RELATING TO THE PARKING FACILITIES TO BE CONSTRUCTED AT THE HERNDON AND INNOVATION CENTER METRO STATIONS

WHEREAS, the County has made an approximately $515,000,000 financial commitment (the "Commitment") for a portion of the cost of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (the "Phase II Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia and the Metropolitan Washington Airports Authority ("MWAA"); and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement in part from amounts received by the Fairfax County Economic Development Authority ("EDA") from proceeds of a draw down loan (the "TIFIA Loan") provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 and all under the terms of a Loan Agreement by and among EDA, the County and USDOT; and

WHEREAS, the County has agreed pursuant to the terms of a Memorandum of Agreement, executed in December 2011, among MWAA, USDOT, the Commonwealth of Virginia, the County, Loudoun County and Washington Metropolitan Area Transit Authority to, use its best efforts to finance, from financing sources other than from proceeds of the TIFIA Loan, the costs of parking facilities (the "Parking Facilities") located at or adjacent to the new rail stations at Herndon and Innovation Center constructed as part of the Phase II Project; and

WHEREAS, there has been presented to the Board a proposed Letter Agreement (the "Letter Agreement"), between the County and USDOT the terms of which relate to the financing, construction, other details of the Parking Facilities; and

WHEREAS, the Board has duly reviewed and considered the form of the Letter Agreement and has determined that it is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. The form of the Letter Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County, if appropriate, be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Letter Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Letter Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 2. The execution and delivery by a Delegate of the Letter Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the form thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 3. The members, officers, legal counsel, agents and employees of the Board and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Letter Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Letter Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 4. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 5. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 6. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Attachment 9

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FORM OF A PROJECT AGREEMENT RELATING TO THE PAYMENT OF THE TIFIA LOAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the Board of Supervisors (the "Board") of Fairfax County, Virginia (the "County") following a public hearing and petition filed with the Board (the "Petition"), approved and established on December 21, 2009, the Phase II Dulles Rail Transportation Improvement District (the "District") for the purpose of providing transportation improvements to the Washington Metropolitan Area Transit Authority's ("WMATA") transportation system, known as Metrorail, in the District; and

WHEREAS, the County has made an approximately $515,000,000 financial commitment (the "Commitment") for a portion of the cost of the extension of the existing Metrorail transportation system by approximately 11.6 miles, from the Metrorail station at Wiehle Avenue in Reston to the Fairfax-Loudoun County line near Route 28, including the three stations located within the boundaries of the District (the "Phase II Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia ("Loudoun County") and the Metropolitan Washington Airports Authority ("MWAA"); and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement in part from amounts received by the Fairfax County Economic Development Authority ("EDA") from proceeds of a draw down loan (the "TIFIA Loan") provided by the United States Department of Transportation ("USDOT") to EDA pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998 and all under the terms of a Loan Agreement by and among EDA, the County and USDOT (the "Loan Agreement"); and

WHEREAS, the County has requested EDA to issue a bond (the "Bond") to be designated "Fairfax County Economic Development Authority Revenue Bond (Silver Line Phase II Project), Series 2014", such bond to be executed and delivered to USDOT as evidence of EDA's obligation to repay the TIFIA Loan; and

WHEREAS, pursuant to the Petition the District has agreed to provide financing up to $330,000,000 towards the cost of the Phase II Project from special tax revenues (the "Special Tax Revenues") that result from the levy of a special improvement tax in the District (the "Special Improvements Tax") and proceeds of additional EDA bonds, if any, to finance a portion of the Phase II Project secured by the Special Tax Revenues; and

WHEREAS, there has been presented to the Board a proposed Project Agreement -- Phase II Dulles Rail by and among the Board, the District and EDA (the "Project Agreement"), which sets forth, among other things, the agreement and respective responsibilities of the County, EDA and the District regarding the method of financing the payment of a portion of the debt service of the Bond from Special Tax Revenues (the "District's Allocable Portion of the Bond"), including (a) the request by the District to the County to levy the Special Improvements Tax and collect the Special Tax Revenues in an amount sufficient for the District or the County,

as the agent of the District, to make debt service payments on the District's Allocable Portion of the Bond and (b) the District's undertaking to request the Board to make payments from the Special Tax Revenues collected, in an amount sufficient to pay District's Allocable Portion of the Bond; and

WHEREAS, the Board has duly reviewed and considered the form of the Project Agreement and has determined that it is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. The form of the Project Agreement presented to this meeting, is hereby approved and a Delegate, as appropriate, and the Clerk or any Deputy Clerk of the County be, and they hereby are, authorized, directed and empowered to execute and deliver in the name and on behalf of the County, the Project Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by those executing the Project Agreement, their execution thereof being conclusive evidence of such approval.

SECTION 2. The members, officers, legal counsel, agents and employees of the Board and the County, and the officers and agents of EDA and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Project Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Project Agreement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 3. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 4. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 5. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

Board Agenda Item
December 2, 2014

CONSIDERATION – 1

Appeal of Planning Commission Approval of FDP No. 2014-BR-007, Subject to Option A Only; NVR, Inc. (Braddock District)

ISSUE:
Consideration of an appeal filed by NVR, Inc., pursuant to Zoning Ordinance § 16-402(9), challenging the Planning Commission's decision to conditionally approve Final Development Plan (FDP) No. 2014-BR-007, subject to Option A only and approval of the concurrent rezoning application.

TIMING:
Board of Supervisors' action is required on December 2, 2014, so that this appeal may be decided along with the concurrent rezoning application.

BACKGROUND:
NVR, Inc., is the applicant for a rezoning, RZ 2014-BR-007 (the Rezoning), which seeks to rezone approximately 13.88 acres of real property located at Tax Map Nos. 56-2((1)) parcels 54, 55, 57, 58, and 59 and 56-2((4)) parcel 1 (application property) from the R-1 District to the PDH-3 District to permit the construction of 40 single-family detached dwelling units. Concurrent with the Rezoning, the applicant filed CDP/FDP No. 2014-BR-007 (the CDP/FDP). The CDP/FDP contains three alternative layouts, identified as Options A, B, and C, which reflect different options for a street connection between the application property and an adjacent subdivision. Option A includes a full public street connection from the Forest Hill Drive entrance to the proposed development and extends through to the existing Delsignore Drive, which in turn feeds into Nancyann Way and ultimately Shirley Gate Road. Option B includes no vehicular connection to the existing Delsignore Drive, and utilizes an entirely private street network. Option C preserves a possible future public street connection from the proposed development to Delsignore Drive.

On November 13, 2014, the Planning Commission held a decision only hearing on the Rezoning and CDP/FDP, following a public hearing on the application one week earlier. The Planning Commission recommended approval of the Rezoning, subject only to Option A. In addition, the Planning Commission approved the FDP, subject only to Option A and the Board's approval of the Rezoning, only insofar as it included a full public street connection through the proposed development.

On November 21, 2014, the applicant timely filed an appeal of the Planning Commission's decision to conditionally approve the FDP, subject to Option A and the full public street connection. Zoning Ordinance § 16-402(9) permits an aggrieved party, by "written petition to the Board" filed within 10 days of the Planning Commission's decision, to "appeal a Planning Commission decision for approval or approval with modifications of a final development plan." Section 16-402(9) further states that "the basis for the appeal shall be that the final development plan is or is not in substantial conformity with the approved conceptual development plan." As the grounds for its appeal, the applicant states that the FDP that was conditionally approved by the Planning Commission, but only insofar as it depicted a full public street connection, is not in substantial conformance with the CDP because it precludes the Board from considering the three alternatives presented by the applicant in the CDP as outlined above. Based on this inconsistency, the applicant requests that the Board reverse the decision of the Planning Commission regarding FDP 2014-BR-007 and approve the FDP consistent with the Board's approved option for the street connection.

FISCAL IMPACT:
None

ENCLOSED DOCUMENT:
Attachment 1 - Appeal Letter dated November 21, 2014

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Michael Lynskey, Staff Coordinator, Zoning Evaluation Division, DPZ

ATTACHMENT 1

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1750 Tysons Boulevard
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McGUIREWOODS

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November 21, 2014

VIA HAND DELIVERY

Catherine A. Chianese
Office to the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, VA 22035-0072

Appeal of FDP 2014-BR-007

Dear Ms. Chianese:

On behalf of our client, NVR, Inc., we are submitting this written petition to appeal the Fairfax County Planning Commission's decision to approve FDP 2014-BR-007. This appeal is brought under authority of Fairfax County Zoning Ordinance (the "Zoning Ordinance") Section 16-402(9).

NVR, Inc. is the applicant for a concurrent rezoning (the "Rezoning"), RZ 2014-BR-007, and final development plan (the "FDP"), FDP 2014-BR-007, on property with Fairfax County tax map numbers 56-2-((01))-54,55,57,58, & 59 and 56-2-((04))-1 (collectively the "Property"). Pursuant to the Zoning Ordinance, NVR, Inc. submitted the Rezoning, which includes a conceptual development plan (the "CDP"), and the FDP for review and approval by Fairfax County. The CDP and FDP contain three alternative layouts, listed in the CDP/FDP as Options A, B, and C, that include different options for a street connection from this project to an adjacent subdivision. Option A shows a connection between a proposed street and the existing Delsignore Drive. Option B shows no such street connection and instead provides a cul-de-sac at Delsignore Drive. Option C shows a possible future street connection.

On November 13, 2014, the Planning Commission held a public hearing on the Rezoning and FDP. At the conclusion of the public hearing, the Planning Commission made several motions regarding the project that are the subject of this appeal. The Planning Commission recommended approval of the Rezoning, subject only to Option A, and including full public road connections. Additionally, the Planning Commission approved the FDP, subject to Option A, and including a full public road connection. The FDP approval was conditioned upon Board of Supervisors approval of the Rezoning.

NVR, Inc. is appealing the Planning Commission's approval of the FDP subject only to Option A. Zoning Ordinance Section 16-402(9) permits "an aggrieved party" to "appeal a Planning Commission decision for approval or approval with modifications of a final development plan". Such an appeal must be filed with the Board of Supervisors within ten (10) days after the decision of the Planning Commission. Appeals are perfected through written petition of the Board setting for the reasons for the appeal. As provided in Section 16-402(9), "The basis for an appeal shall be that the final development plan is or is not in substantial conformity with the approved conceptual development plan."

NVR, Inc. is an aggrieved party as that term is defined in Virginia law. As such, it has standing to appeal the Planning Commission's decision to approve the FDP. Additionally, the Planning Commission's decision occurred on November 13, 2014. This written petition is being filed on November 21, 2014, which is within the ten (10) day appeal period.

The basis for this appeal is that the FDP approved by the Planning Commission will not be in substantial conformity with the CDP because it precludes consideration of all three alternatives by the Board of Supervisors in connection with their approval of the Rezoning. The Rezoning, including the CDP, and the FDP were specifically designed to permit a full consideration of all three alternatives by the Board of Supervisors. The options were created after painstaking discussions with all stakeholders. The Planning Commission, through its approval of the FDP only with Option A, has unreasonably limited the Board of Supervisor's authority under the Zoning Ordinance to make the final decision on whether Option A, B, or C best serves the needs of the County and the broader community. Determining the most appropriate solution should rest with the Board of Supervisors.

For the above reasons, we respectfully request that the Board of Supervisors reverse the decision of the Planning Commission regarding FDP 2014-BR-007 and approve the FDP consistent with its preferred option within the framework of the Rezoning, should the Board of Supervisors elect to approve the same.

Sincerely,

Greg Riegle (sea)
Gregory A. Riegle,
Attorney for NVR, Inc.

Cc: Kiel Stone, Chief of Staff to Supervisor John Cook
Rosemary Ryan, Aide to Supervisor John Cook
Elizabeth Teare, Fairfax County Attorney's Office

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Board Agenda Item
December 2, 2014

INFORMATION – 3

Planning Commission Action on Application 2232-D13-9, CWS VII, LLC & The Trustees of Andrew Chapel United Methodist Church (Dranesville District)

On Wednesday, November 12, 2014, the Planning Commission voted 12-0 to approve 2232-D13-9.

The Commission noted that the application met the criteria of character, location, and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-D13-9 sought approval for a 120-foot telecommunication facility and related ground structure on the subject property. The property is located at 1301 Trap Road, Vienna. Tax Map 19-4 ((1)) 47.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Attachment 2: Vicinity map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ
Jill Cooper, Executive Director, Planning Commission Office

Planning Commission Meeting Attachment 1
November 12, 2014
Verbatim Excerpt

SE 2013-DR-019/2232-D13-9 – CWS VII, LLC & THE TRUSTEES OF ANDREW CHAPEL UNITED METHODIST CHURCH

Decision Only During Commission Matters
(Public Hearing held on October 30, 2014)

Commissioner Ulfelder: Thank you, Mr. Chairman. This evening we have a decision only for a concurrent 2232 and Special Exception application for a telecommunications tower disguised as a 120-foot tall bell tower and approval to permit an existing church with a nursery school as a Special Exception use, whereas it is now approved as a Special Permit use. The telecommunications facility is on property owned by the Andrew Chapel United Methodist Church on Route 7 at the intersection with Trap Road. This application has been in the works since mid-2013 before I joined the Commission and has gone through a number of changes and revisions on route to the Planning Commission and to the Board of Supervisors. During this time, it also has been the focus of various open meetings with members of the church and residents of the surrounding neighborhoods, as well as several balloon flies to demonstrate the proposed height of the telecommunication facility. Many questions were asked and various concerns were voiced. As the application moved through the County review process with a few fits and starts, some members of the adjacent Shouse Village Neighborhood formed a group, Stop Andrew Chapel Cell Tower (SACCT), to express their opposition to the proposed tower. I have attended meetings to understand the support and opposition to this application. We have also received voluminous amounts of correspondence and other material in connection with this application. The SACCT group in particular has raised a wide range of issues and arguments – and has submitted detailed materials in support of their position. They have argued strenuously that as proposed – as proposed, the bell tower telecommunications facility is massive, ugly, offensive, and would be a visual blight on their community and the surrounding area that will lower their property values. For the reasons that follow, I am not persuaded by these arguments. Our decision on the 2232 application is guided by the Comprehensive Plan and, in particular, Objectives 42 and 43 of the Policy Plan Element of the Comprehensive Plan under Mobile and Land-Based Telecommunications Services. Under *Virginia Code* 15.2-2232, we must determine whether the location, character, and extent of the proposed bell tower at its proposed location is substantially in accord with the Plan. After carefully reviewing the application, staff report, and the other materials and arguments submitted for the record, I have concluded that this application substantially conforms to the Comprehensive Plan. Staff has thoroughly articulated the grounds for approval in the staff report so I will refrain from reiterating all of those points here. I will, however, briefly highlight some of the factors leading to this decision. First, the application does propose construction of a new tower while Objective 42, Policy A, encourages avoiding construction of new structures. I am familiar with the area and am satisfied with the applicant's conclusion that there are no existing tall structures available to address coverage and capacity needs in the target area. There is one existing facility at the Providence Baptist Church, which is approximately a half mile to the east of the proposed bell tower. Verizon Wireless' engineer makes it clear that the steeple facility, with antenna space at approximately 55 feet, is too low to provide the same coverage to the target area. I think it is important to note that, in any event,

there is only one slot available at the Providence Baptist Church and no room to co-locate as many as three additional carriers, which could be accommodated at the proposed Andrew Chapel bell tower. When existing structures are not available or co-location is not appropriate because of service needs, Objective 42, Policy B, recommends locating new structures on properties that provide the greatest opportunity to conceal the facilities and minimize visual impact. The applicants have proposed to locate the bell tower on a 7-acre parcel of property in a location that maximizes the distance between the facility and residential properties. Other than the Covance property across the street that was not interested in hosting a telecommunications facility, the subject property is one of the larger parcels of property in this vicinity. The size of the parcel allows for substantial setbacks of the tower that would be impossible on a smaller lot. Further, the proposed tower and supporting equipment structures have been relocated on the property, relative to prior applications, in order to reduce visibility from certain locations. The facility's proposed siting near Leesburg Pike also allows this major arterial to provide additional buffering to properties across and in the vicinity of Leesburg Pike. In fact, disguised as a bell tower, it will not be readily apparent to anyone driving past on Route 7 or in the area that it is, in fact, a telecommunications facility bristling with antennas. Thus, in many respects, it is visually similar to the bell tower communications facility located at the Dranesville United Methodist Church approximately three miles to the west of this proposed site and also visible from Route 7. Objective 42, Policy D, provides that when multiple sites provide similar or equal opportunity to minimize impacts, public lands should be the preferred location. This policy recommendation has touched off a controversy over whether the Fairfax County Fire and Rescue Station – Station 42 – located at the corner of Beulah Road and Route 7 approximately one mile west of the Andrew Chapel site should be the preferred location. Originally, it was thought that Station 42 could not be considered as a possible location for a telecommunications facility based on communication with the Facilities Management Division and the applicant. During the review of this application, it became apparent that it could possibly be considered for a telecommunications facility, but that it would need the approval of a concurrent 2232, Special Exception, and a Proffer Condition Amendment to site such a facility on the Station 42 property. The application does not propose a location for its facility on the Fire Station property that would allow for a comparison of impacts because the Fire Station is outside of the coverage area it is targeting with this application. While the propagation maps indicate that a similar telecommunications facility at the Station 42 site could cover a portion of the target area, it is still only 50 to 60 percent overlap, which still leaves a coverage need for the area west of Tysons and east of Station 42. The applicant in this case has indicated a possible future interest in the Station 42 site in order to continue to fill the carriers' coverage and capacity gap between Tysons and the Difficult Run Stream Valley to the west. The record indicates that there are no other viable sites between the church site and the Station 42 site that can meet the carriers' needs. Thus, I believe it is clear that the proposed Andrew Chapel bell tower facility is the site that can best meet the needs of the carriers' target area. I also find that the application substantially conforms to the Comprehensive Plan in terms of the character and extent of the proposed facility. The applicants have minimized visual impacts on the surrounding area, in accordance with Objective 42, Policy C, by camouflaging the facility as a bell tower, lowering the height of the tower from 140 to 120 feet, narrowing the width of the three sides, spacing the concealment panels farther apart vertically to reduce their visual mass, and replacing the proposed flame on the site with a simple cross. This stealth design is conceptually compatible with the church use and all antennas will be hidden from view by concealment panels. The applicants have also demonstrated conformance to Policy K through a balloon fly and photographic simulations showing that views of the facility are

mitigated by the structure's design, existing and proposed vegetation, the overall surrounding area, and distance from residential properties. Even with all of these changes and landscaping, the bell tower will be visible from certain points and the existing vegetation, as well as the additional trees, will never be tall enough to completely hide the bell tower. Nevertheless, I agree with Staff's assessment that the Plan does not require telecommunications facilities to be invisible. They should, instead, be designed and located to provide the greatest opportunity to conceal the facilities and mitigate their visual impact. In this case, I believe that the revised bell tower design is appropriate on the Andrew Chapel Church property and significantly reduces the visual impact of the structure. In addition, the issue of visibility from vehicles on Route 7 and some of the surrounding properties that will have a view of a portion of the bell tower has been analyzed well in the Staff Report and the proposed conditions, including the additional landscaping, will help further reduce the visual impact of the proposed bell tower. In concluding that the proposed facility is substantially in accordance with the Comprehensive Plan, I have not ignored the opposition's contention that the applicants have failed to demonstrate any need for this facility and the application should therefore be denied under Objective 42, Policy C. I disagree. I think it is important to note that the applicant in this case, Community Wireless Structures – or CWS – is not a wireless communications carrier. It sites, permits, builds, and then leases space to the carriers, such as Verizon Wireless, Sprint, T-Mobile, and AT&T, on what are essentially privately owned telecommunications towers. In turn, CWS pays rent for its towers to the land owner, in this case Andrew Chapel United Methodist Church. Thus, CWS is dependent on pursuing sites that the carriers, its potential lessees, deem are necessary for them to provide adequate wireless coverage in a target area, as well as to meet their current and projected need for additional capacity and usage in the same area. In this case, if the application is approved and the tower built, Verizon Wireless has provided CWS with a letter of intent to install its antennas at a height of 115 feet. T-Mobile has provided CWS with a letter of interest to install its antennas at a height of 105 feet. And Sprint has provided CWS with a letter of interest to install its antennas at a height of 95 feet. Therefore, I believe it is fair to conclude that three of the major wireless service carriers see a need to provide better coverage and increase the capacity in the area that would be served by this proposed telecommunications facility. The applicant has submitted coverage maps based on propagation models regularly developed and used by the carriers to determine where additional or improved service is needed that indicate that the proposed tower will help meet that need. In this – in his October 7, 2014 letter and discussion at the October 30th public hearing, Verizon Wireless' independent engineer explained the basis for the approach used by the carriers for determining need, as well as why the industry approach is appropriate for such a determination, particularly as compared with other data submitted for the record. In addition, the Planning Commission has received a number of communications from other residents of the area and church members indicating that at times and in certain areas around the church and Shouse Village, the current wireless service is inadequate. Based on this data and information, I think it is reasonable to assume there is a need for additional and improved service in the target area and that the proposed church bell tower would help meet that need. Finally, the application is required to, and does satisfy, the 17 applicable Special Exception standards. These include being in harmony with the Comprehensive Plan and purpose and intent of the zoning district – and not adversely affecting the use or development of adjacent properties, in accordance with the zoning district and Comprehensive Plan. With the design of the bell tower, the location near Route 7 – which maximizes the distance from surrounding properties – and the existing and proposed landscaping, and as fully outlined in the staff report, I believe the standards are met. Therefore, Mr. Chairman, my first motion – I MOVE THAT THE

PLANNING COMMISSION FIND THAT THE FACILITY PROPOSED UNDER 2232-D13-9 SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN SECTION 15.2-2232 OF THE *CODE OF VIRGINIA*, AND THEREFORE IS SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE COMPREHENSIVE PLAN.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of the motion? All those in favor of the motion to approve 2232-D13-9, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Ulfelder.

Commissioner Ulfelder: Do we need to ask the representative of the applicant to-

Chairman Murphy: On the Special Exception, yes.

Commissioner Ulfelder: -on the – we'll do that after we move on the motion?

Chairman Murphy: I would do it now before we make the motion.

Commissioner Ulfelder: Yes. Is there the-

Chairman Murphy: Mr. Donohue.

Commissioner Ulfelder: Mr. Donohue, yes.

Ed Donohue, Applicants Agent, Donohue & Stearns, PLC: Mr. Chairman – Ed Donohue, on behalf of the applicant – yes sir.

Commissioner Ulfelder: Does the applicant fully accept the proposed development conditions to the Special Exception that are dated, I believe, October 14th?

Mr. Donohue: Yes sir, we do.

Commissioner Ulfelder: Okay, thank you.

Mr. Donohue: Thank you.

Commissioner Ulfelder: Therefore, Mr. Chairman I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2013-DR-019, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS DATED OCTOBER 14, 2014, CONTAINED IN APPENDIX 1 TO THE STAFF REPORT AND THE MODIFICATION OF SECTION 13-303 AND 13-304 OF THE ZONING ORDINANCE FOR

TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS TO PERMIT THE LANDSCAPING AND BARRIERS, AS SHOWN ON THE SPECIAL EXCEPTION PLAT.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of that motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2013-DR-019, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Point of clarification. I do support the motion. I did not – I was not present that night – the night of the public hearing. But I did look at the TV.

Chairman Murphy: Okay, thank you very much.

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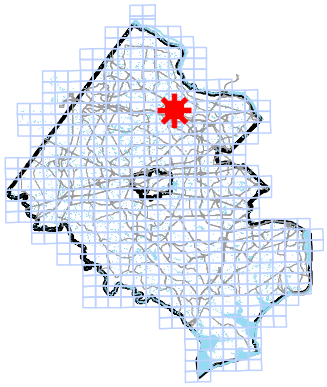
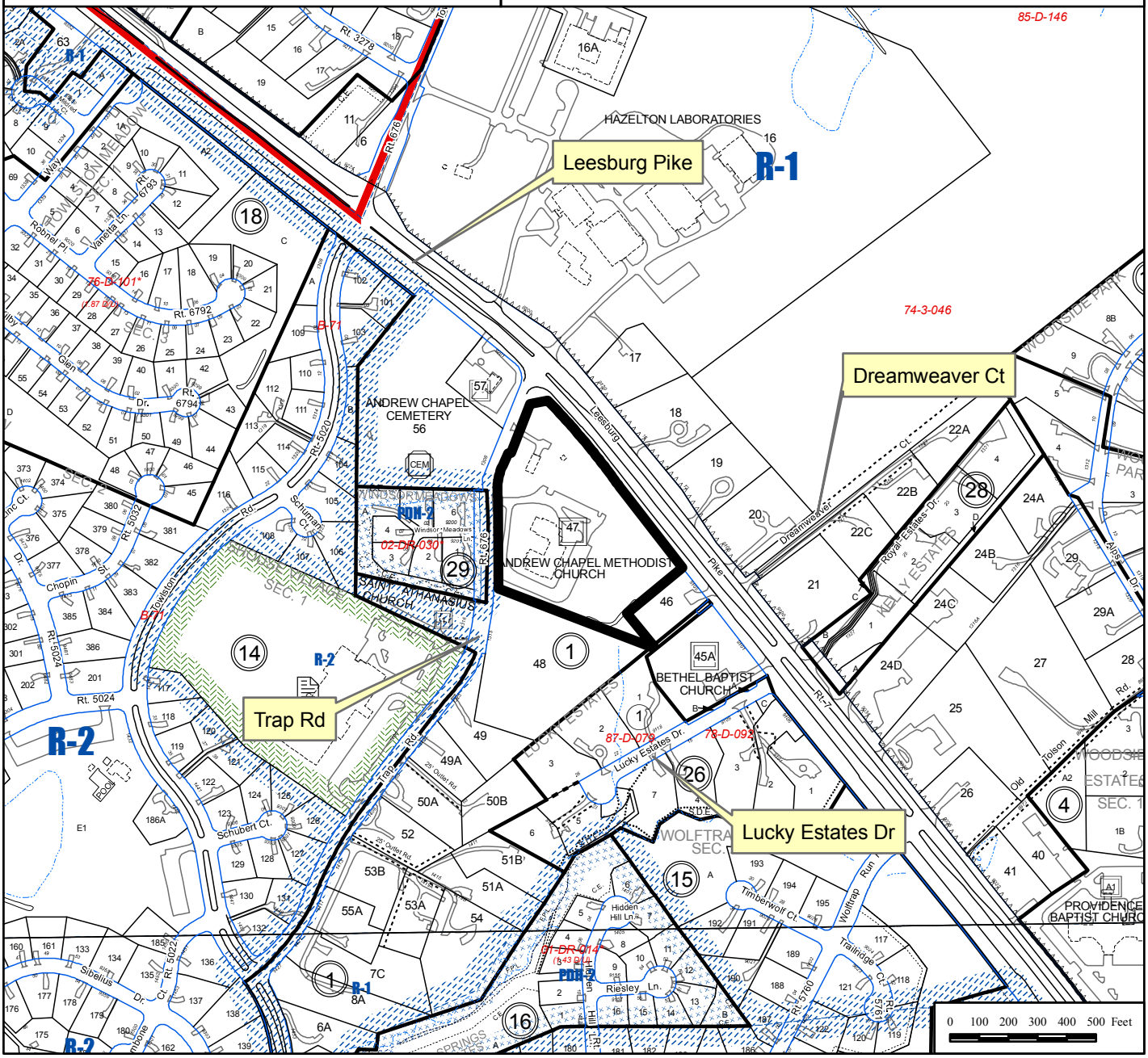
(Each motion carried by a vote of 12-0.)

JLC

Special Exception

SE 2013-DR-019



Applicant:	CWS VII, LLC & THE TRUSTEES OF ANDREW CHAPEL UNITED METHODIST CHURCH
Accepted:	02/27/2014- AMENDED 11/26/2013
Proposed:	CHURCH WITH NURSERY SCHOOL AND TELECOMMUNICATIONS FACILITY
Area:	7.0127 AC OF LAND; DISTRICT - DRANESVILLE
Zoning Dist Sect:	03-010403-0104
Art 9 Group and Use:	1-08 3-15
Located:	1301 TRAP ROAD, VIENNA, VA 22182
Zoning:	R- 1
Plan Area:	2,
Overlay Dist:	
Map Ref Num:	019-4- /01/ /0047